The Office of this JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s., Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d., half law calf, 4s. 6d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, JANUARY 6, 1871.

Mr. H. F. PURCELL has written a letter to the *Times*, charging us with having committed "obvious blunders" in the comments which we made last week upon his reported proceedings in Australia in the Tichborne case. Mr. Purcell does not think fit to say what the blunders he alludes to are, and we must therefore be satisfied with reiterating that our statement of the law applicable to the assumed state of facts was entirely and absolutely correct. We think we have a right to ask Mr. Purcell wherein, in his opinion, it is inaccurate. It is certainly in accordance with the authorities to which we referred, and which we shall continue to believe to contain sound law unless the contrary can be no merely asserted but proved.

AT THE RECENT quarter sessions, the magistrates of the various counties have been again considering the question of the disallowances by the Treasury of the costs of criminal prosecutions. In most cases committees have been appointed to confer with the committees of other counties with a view to combined action in the matter, and in some cases applications for a mandamus have been expressly authorised. The Recorder of Exeter, Mr. Lopes, Q.C., has also been addressing his grand jury upon this subject, and pointing out to them the unjustifiable character of the proceedings of the Treasury in this matter. The learned gentleman is a member of the House of Commons, and will have an opportunity, therefore, of assisting himself in getting the matter set right. He once before in the matter of the jury act, made remarks at his quarter sessions which would have been more valuable in Parliament, and now we do not observe that he promises to bring forward this matter in the House. Perhaps, however, this is because his relative Sir Massey Lopes, who has already obtained a return of the amounts disallowed (see 15 S. J. 762) is, we believe, pledged to do so. For our own part we cannot help thinking that the most practical course is that taken by the magistrates, who purpose to apply in the Queen's Bench for a mandamus. The opinion of the Lord Chief Justice is well known: (see 15 S. J. 472.) It is true that owing to the concession of the then Attorney-General, Sir Robert Collier, the matter was not fully gone into, and it seems that the subordinates at the Treasury, or some one (for we are still in the position the Lord Chief Justice then was, of not knowing who it is), still declines to acquiesce in the view of the Chief Justice. If another application is made, Sir John Coleridge will of course be fully instructed as to the justification which the Treasury conceive they have for the course pursued by them, and the matter will then be authoritatively disposed of. We cannot suppose that the Treasury will again decline, as on the last occasion, to argue the matter fully, and on the merits; nor can we suppose that if the main question of their power to interfere in the matter at all should be decided against them, they will contumaciously refuse to obey the decision of the Court of Law. If such a thing should happen, the Court of Queen's Bench will, no doubt, maintain both its independence and its authority.

A CORRESPONDENCE which appears in the *Daily News* of Friday on the subject of the Alabama claims, shows a misconception as to the functions of the Anglo-American Claims Commission now sitting at Washington, which (as Mr. Hammond's letter does not seem to have wholly removed it from the mind of his correspondent),* it may be well to notice for the sake of any of our lay readers (if there are any such) who contemplate carrying in claims before that tribunal. The Washington Treaty deals with three distinct subjects:—First. The claims "generally known as the Alabama Claims," which are dealt with in the eleven first articles of the Treaty, and for the settlement of which the tribunal of five arbitrators is appointed, which is to meet at Geneva; it is under this head that the "case" has lately been presented by the United States Government, the exorbitant dimensions of which have been of late so freely commented on. Second. Claims provided for by Articles XII. to XVII., and which are thus described in Art. XII.:—

"Claims on the part of corporations, companies or private individuals, citizens of the United States, upon the Government of Her Britannic Majesty, arising out of acts committed against the persons or property of citizens of the United States, during the period between the 13th of April, 1861, and the 9th of April, 1865, inclusive, *not being claims growing out of the acts of the vessels referred to in Art. 1 of this treaty;* and all claims, *with the like exception*, on the part of corporations, companies, and private individuals, subjects of Her Britannic Majesty, upon the Government of the United States, arising out of acts committed against the persons or property of subjects of Her Britannic Majesty during the same period, which may have been presented to either Government for its interposition with the others, and which yet remain unsettled, as well as any other such claims which may be presented within the time specified in Art. xiv. of this Treaty" [which article limits the time for making claims.]"

These claims are referred to three commissioners, one to be appointed by Her Majesty, one by the President, and one by the two conjointly (or, in default, by the King of Spain), who are to sit at Washington; and these Commissioners are the tribunal whose decisions are now being reported in the papers. [The third part of the Treaty (Articles XVIII.—XLII.), deals with questions relating to the British North American Colonies and territory, and need not be further referred to]. It is evident from this that the claims referred to by the complainant, which he describes as "claims of British subjects who have suffered at sea through the destruction of United States vessels by the *Alabama*," are expressly excluded from the consideration of the Claims Commission now sitting at Washington, and which is erroneously described in the letter we refer to as the "Alabama Claims Commission;" to describe them thus is exactly to invert the description of their functions. Meanwhile, it is not easy to see on what ground the writer of the letter intends to place his claim against the British Government, which is simply a claim by a private man against his own Government for committing an alleged international wrong; a claim not recognised by our municipal law, and impossible to conceive of as existing by international law, although a foreign power might have a claim for redress against that Government arising out of the

* A Mr. Weber writes to Mr. Hammond, under Secretary of State for Foreign Affairs, asking how a British subject is to "seek redress for losses sustained in consequence of Acts committed by the *Alabama*." Mr. Hammond replies that the claims for Alabama depredations are not recognised by the British Government, and that the Government has nothing to do with any claims other than those coming within the 12th—17th articles of the Treaty.

same set of circumtances of which he complains, provided they included a wrongful act against the foreign power or its subjects.

Meanwhile, we have this week some information as to decisions which have been actually come to by the Commissioners at Washington. In one case it has been held that a British subject in the South whose plantation was destroyed or damaged by the United States army, was entitled to raise a claim, notwithstanding that he was for certain purposes a citizen of the United States, owing their Government a temporary allegiance. This is an important decision, but it amounts to less than might at first sight appear. The decision goes only to the admissibility of the claim in the abstract; but the Commissioners reserve the consideration of how far his claim may be affected in its amount by the situation of his property within the territory of the United States, and by the necessity or propriety, as a military measure, of what was done. It decides, therefore, singly that the mere fact of a residence conferring citizenship of the United States, and imposing a temporary allegiance, does not disqualify a claimant.

In another case it appears that a claim has been made in respect of cotton belonging to a British subject, which was destroyed by the Confederates to prevent it from passing into the North. This claim was disallowed. It is in substance a claim to be reimbursed by one belligerent for loss caused by the acts of the other belligerent. Having ourselves declared belligerency on the condition of the parties to the war, we cannot now treat the matter on any other footing. If, however, we could treat the war as a mere riot or popular disturbance, there would certainly be some colour for making a claim, grounded on the obligation which lies upon all Governments to provide a reasonable degree of civil peace and security within their territory. A Government may be fairly called on to answer to its own subjects, though not for the *vis major* of a foreign power; for its only ground for obtaining recognition abroad is that it is in fact supreme. Such claims our own Government has at times enforced. But this obligation must have reasonable limits; and the same circumstances which justified the British Government in recognizing a state of belligerency would also show a state of things where the doctrine of *respondeat superior* could not fairly be applied.

IT WOULD BE HARD to imagine a more ridiculous set of claims than those involved in the American demand for compensation on account of cost and prolongation of the war consequent on the escape of the *Alabama* and the three other vessels. Admitting for a moment what has yet to be proved, that the British Government did not exercise due diligence towards prevention of the escape of the *Alabama*, the *Florida*, the *Shenandoah*, and the *Georgia*, and that the escape of each vessel was owing to such *laches* (and it must not be forgotten that the four cases stand by no means on the same footing)—admitting that for the sake of argument, the absurdity of such a claim becomes apparent if one considers but for a moment a few of the considerations which would have to be weighed in connection with the matter. We should have to enter at large into the question whether or no the Northern States prosecuted the war with due diligence on their part. Evidence of Federal soldiers having been known to malinger about bars and saloons when they should have been at the front, would be admissible to show that the prolongation was due to the Federals themselves. Evidence that Private A. was personally a weak man or a bad shot, or afflicted with constitutional timidity, would be evidence that, so far as he was concerned, the Federal army was calculated to favour the prolongation. Then the whole of the strategics would be open to discussion. Compared to such a possibility of questions, the *Tichborne case* shrinks to the shortest of "short causes." Seriously, the absurdity of the thing is too palpable to need refutation. The utter impossibility of eliminating any measure of responsibility is expressed by the phrase employed by the law when it rejects a claim for damages on the ground that the damage is "too remote." These claims are about on a par with Mr. Sumner's contention for damages for the declaration of belligerency, which was at last strangled by its own grotesque absurdity; they may have crept into the American "case" either as a bid for popularity (as some advocates curry favour with attorneys by "arguing to the 'well'"), or upon some notion that asking a big sum may improve the chance of getting a little one.

IN SOME NOTICES recently issued under the auspices of the Irish Church Temporalities Commission concerning the carrying out of purchases by tenants, an intimation was appended, that the solicitor to the Commission would transact the conveyancing business of the purchases for those purchasers who might be so desirous. We understand, however, that in a recent communication emanating from the Treasury, their lordships "command" that the solicitor to the Commission shall receive no fees from the public in cases in which the commissioners are concerned.

IN MENTIONING last week the relatives of Mr. John Richard Quain, Q.C., the new Judge, we should have said that he is the half-brother of Mr. Richard Quain, F.R.S., and Fellow of the Royal College of Surgeons, of Cavendish-square; and cousin of Dr. Richard Quain, F.R.S., and Fellow of the Royal College of Physicians, of Harley-street.

MENDACIOUS TRANSFER-DEEDS.

Some folks (who are a trouble to honest men and the opportunity of knaves) habitually set their hands to anything which a professional agent, solicitor, broker, or what not, places before them, without a notion of examining the document for themselves. Most persons not belonging to this category, who have ever had occasion to sell shares through a broker, have noticed a certain oddity in the transfer-deed which they had to execute in completion of the transaction—viz., that very often the price named as the consideration for the transfer is not the price at which they sold, but quite another sum. A., the holder of shares, instructs his broker to sell, and the broker accordingly goes on 'Change, and disposes of the shares; by the time the settling-day comes round, the same lot of shares may have been resold over and over again, until the purchase has reached W. Then W.'s name, as that of the ultimate purchaser, is passed from broker to jobber and jobber to broker throughout the chain; and the transfer or actual conveyance is made right across from A. to W., so as to avoid the cost and trouble of a number of conveyances. So much for the actual conveyance of the shares. As regards the prices, the same short cut is not possible, because the price probably varied on each resale: a settlement of account takes place along the line, and as the stamp duty on the conveyance has to be assessed in the price paid by the ultimate purchaser, the last on the string, it has become customary to insert that price in the transfer deed as the "consideration." Thus, if the chain of sales and resales has been made on a falling market, the consideration stated in the "transfer" is only a part of the sum which A., the seller, receives on executing it; but if the market has risen instead of falling, the result is that A. executes a transfer expressed to be in consideration of a larger sum than he receives. It is convenient that the series of bargains should be finally adjusted as nearly as possible as if they had been one transaction; and this is how it is managed, a

clumsy method, perhaps, but still one which practically has done very well. The thing is perfectly well understood, and the seller after noticing, if a novice, the discrepancy, and understanding the explanation, thinks no more of the matter than an hon. member after accepting the stewardship of the Chiltern Hundreds thinks of rendering an account of that stewardship.

In the recent case of *Case* v. *M'Clellan*, 20 W. R. 113, this practice was subjected to the judgment of the Court of Common Pleas. Defendant employed plaintiff as broker to sell some Lancashire and Yorkshire Railway Stock. Plaintiff sold at 140¾, but by the settling-day the stock had been passed on to another purchaser at the price of 141¼. Plaintiff accordingly sent defendant a transfer-deed for execution, the consideration expressed being "£141 5s. paid to me." The transfer deed also had at its foot the customary note of explanation, in these words:—

"N.B.—The consideration money set forth in a transfer may differ from that which the first seller will receive owing to the sub-sale of the original buyer, but the Stamp Act requires that in such case the consideration money paid by the sub-purchaser shall be the one inserted in the deed as regulating the *ad valorem* duty."

Plaintiff refused to execute the transfer, putting as his excuse that he ought not to be required to sign for a sum greater than he received. The broker thereupon sued him for the amount of the difference, which, by the Stock Exchange rules, he himself was called upon to pay.

Here the mind naturally reverts to the twin cases of *Hawkins* v. *Maltby* (No. 1, 16 W. R. 209, L. R. 3 ch. 188, and No. 2, 17 W. R. 557, L. R. 4 ch. 200), where the seller, who had executed his transfer, invoked the aid of the Court of Chancery against a purchaser who did not register it; the plaintiff stated in his bill (*Hawkins* v. *Maltby*, No. 1) that he, through his brokers, had sold the shares to the defendant for the sum at which the defendant ultimately bought, as though the contract had been straight across between the plaintiff and the defendant; but the Lord Chancellor (Chelmsford) dismissed the bill, on the ground that this was not a correct allegation of the contract between the plaintiff and the defendant. The plaintiff then filed the bill in *Hawkins* v. *Maltby* (No. 2), in which he stated the facts out of which the relation between him and the defendant had arisen, and obtained from the present Lord Chancellor (who fully endorsed Lord Chelmsford's decision) the relief he had prayed in both suits. But these cases furnish little analogy available for *Case* v. *McClellan*, except so far as they show that the Courts, though ready to give effect to obligations arising out of these transactions, do not go the length of erecting the contrivance into a "legal fiction."

In *Case* v. *McClellan*, the Court of Common Pleas (Willes, Keating and Brett, JJ.), were unanimous in deciding against the recalcitrant seller. Accepting as a truism the assertion that the law "will not compel a man to sign a lie," they considered that the explanation conveyed in the foot-note (which they held to be a part of the deed), was, though an extremely clumsy contrivance, a sufficient explanation or interpretation, disclosing the fact that the seller was not to be presumed to have received the stated consideration; without such an explanation, they said, the seller would not have been bound to execute the deed.

This decision certainly commends itself to common sense. It sometimes happens that a party who has entered into a contract is able to evade his share of performance by laying hold of some purely technical objection. When that happens in any widely reported case, the law comes in for a heavy burden of popular disapprobation. The public, which prides itself on siding with the true merits of every litigation, has no sympathy with the man who steps aside to take his stand on a technicality. We need not pause to speculate as to whether the defendant in *Case* v. *McClellan* would have found his conscience equally tender had the market fallen by the settling-day instead of rising; but, as a purely hypercritical and technical excuse offered for non-performance of a contract, the defendant's contention seems ill-calculated to enlist the sympathies of the public. Yet the case has been commented upon in one of the leading provincial papers in a strain which has certainly surprised us, considering that the press usually anticipates public opinion in nothing more surely than its abhorrence of purely technical contentions in legal matters; a mode of treating the topic which has evidently proceeded from a misapprehension of the case and the purport of the decision. In a "popular" manner the decision has been treated as though it ruled that a man is bound to set his seal to a lie, whereas the Court expressly held the contrary; but, holding the foot-note to be, as, in spite of its clumsiness and inaccuracy, it would be to most men reading it through "common sense" spectacles, a sufficient explanation of the actual fact, they overruled what was, in reality, an entirely technical, though rather specious, objection. That the foot-note was inaccurate in regard to the Stamp Act of Geo. III., is immaterial, if it conveyed a sufficient explanation of the fact that the nominal consideration was not that received by the seller. The decision is satisfactory, inasmuch as it consigns a merely vexatious objection to its appropriate fate; and it will also, in all probability, bring about an amendment of what, though perfectly well understood, was, at best, a clumsy contrivance. If, as Willes, J., suggests, the transfers are, in future, expressed to be made "in consideration of the sum of [the purchaser's price] paid *on the completion of the contract*," the awkwardness will be removed.

THE SPEAKER OF THE HOUSE OF COMMONS.

We pointed out last week the close connection which once subsisted between the speakership of the House of Commons and the legal profession. We propose now to add a few remarks upon the nature of the office, upon the mode of election to it, and on some of the duties which the Speaker has to perform. It must be remembered that it is only since the time of Arthur Onslow, who occupied the chair during the whole of the reign of George II., that the speakership has been necessarily held alone. Until then, it was more or less the practice to hold it with some other lucrative appointment. Coke, Popham and Rich, for example, were Speakers and Solicitors-General simultaneously. Sir Edward Seymour was, in 1673, Speaker and treasurer of the navy. Harley, in 1702, was Speaker and Secretary of State. Indeed, it was not until the Union that the post became so important and dignified as it now is. Not until then did it lead, as a matter of course, to a peerage. Since that period all ex-Speakers have been elevated to the House of Lords. Addington would probably have been a peer for other reasons, but Abbott and Manners-Sutton won their dignity solely as a reward for long and distinguished service in the chair. So also, we need scarcely add, did the present Lord Eversley. And even Abercromby, who after an exciting contest in 1835, replaced Manners-Sutton, and who only served for four years, without any great success, was rewarded with a coronet. It is well that this should be so; for during his tenure of office the Speaker is the first commoner in England, and it would diminish the lustre of his office were he, upon resignation, to sink back, like an ex-Lord Mayor, to the ordinary rank of citizen.

The Speaker's office is almost as old as the House of Commons itself. Our readers will recollect that it was in the year A.D. 1264 that burgesses were first summoned to Parliament, and the roll of Speakers commences in the next century. For a considerable period, as to the length of which constitutional

historians differ, the Lords and Commons were not definitely separated in two chambers, and until that separation we naturally find no regular record of the names of Speakers. However, before the close of Edward the Third's reign, the president of the House of Commons was recognised as "Speaker," that title being first expressly given to Sir Thomas Hungerford, member for Wiltshire. From that time there is a tolerably complete catalogue of the holders of the office. It is singular to notice what implicit obedience from members they all appear to have received. The supreme authority of the chair was soon established, and the House owes more of its reputation as the first deliberative assembly in the world to that circumstance than at first sight appears. Without the strictest rules for the preservation of order, the 658 members of the Legislature would soon become an unmanageable mob. To keep order, therefore, is the most important task of a Speaker, and it is one not easily to be acquired, except by those who have a natural aptitude for it. But there is one thing which mitigates the difficulties of a modern Speaker's position,—he always can count upon loyal subjects. This is the more important, as the sanctions of his authority are rather indefinite. It is true that in the last resort he can "name" a refractory member, a step which may entail serious consequences on the offender. There is an old story of Speaker Onslow, that being upon one occasion asked what would be the consequence of "naming" a member, he replied, "The Lord in heaven knows, for I don't." Yet unpleasant penalties may follow, as that veteran and unrivalled master of Parliamentary forms doubtless knew well, but did not choose to disclose. Those penalties are prescribed by express Parliamentary resolutions passed on the 5th May, 1641, and on the 23rd January, 1693. By the former it was ordered that, "if any man whisper or stir out of his place to the disturbance of the House at any business or message of importance, the Speaker shall *name* him to the House, that they may proceed with him as they think fit; and by the second, that any member whom the Speaker shall *name* "shall incur the censure and displeasure of the House." In an extreme case the House, who are absolute in all matters relating to their internal discipline, could and no doubt would punish a contumacious member by either temporary or permanent exclusion from their debates; but so strong has become the tradition of order that there are no instances to be found, at any rate within the last hundred years, of deliberate defiance of the Speaker's authority. Upon only two occasions has he found it necessary to "name" members. The first was on the 15th December, 1792, when having named Mr. Whitmore, for having imterrupted the decorum of debate whilst Burke was addressing the House, that member was ordered to withdraw, and "after some conversation on enforcing the order for censuring him in his place, on his sending an apology by another member, it was agreed to pass over the whole matter." (Parl. Reg. vol. 34, p. 136). Again, on the 8th June, 1852, Speaker Lefevre named Feargus O'Connor. Sir Benjamin Hall having formally complained that O'Connor had purposely struck him whilst he was calling for a division, the Speaker reproved O'Connor, and threatened to call the attention of the House to him by name. "Mr. Feargus O'Connor," we read in Hansard (vol. 122, p. 274), "immediately rose, and addressed the Speaker in a most excited and incoherent manner."

Mr. Speaker.—I now call on the honourable member by name. Mr. O'Connor, you are called upon to apologise to the House, and if you have any apology to offer to the House, now is your time to do so.

Mr. F. O'Connor.—I beg the pardon of the hon. gentleman, and now I apologise to the House. I beg pardon.

In both these cases, therefore, "naming" the member was sufficient to reduce him to submission.

Although the Speaker is always treated with the greatest possible respect by all members, he is, as Lenthall told Charles the First when the King came to seize the five members, but "the servant of the House, and hath neither eyes nor tongue to see or speak anything but what they command him." Nor does he ever address the House from the chair in an ordinary debate, although he sometimes has to act as their organ or mouthpiece. It is, indeed, from this circumstance that he derives his name. He is never a speaker *in*, but he is the Speaker *of* the House. Thus, it is through him that the thanks of the House are conveyed. A good example of the sort of language appropriate to such an occasion is to be found in the admirable address of Speaker Lefevre, in thanking Sir De Lacy Evans for his services in the Crimea. Through the Speaker also, at the beginning of every Parliament, the prescriptive claim of privilege is made. And just as he has no voice in ordinary debates, he has no vote except when the members on each side are equal. Then he has a casting vote, which, according to practice, he gives irrespective of his own convictions, so as, if possible, to leave the question open for fresh discussion. He would, for example, vote for the second reading of a bill, for and against which there was an equality of votes. But if the question were as to the third or final reading of a bill, he would leave the subject *in statu quo* by negativing the third reading.

It remains to say a word or two as to the Speaker's election, which rests in the hands of the whole House, but subject to the approval of the Sovereign. There are only three instances in which that approval has been dispensed with, and in each it was from the necessity of the case. In 1660, Sir Harbottle Grimstone was called to the chair of the Convention Parliament, before Charles had returned from exile. So, in 1688, Powle was chosen Speaker after the flight of James, and before the arrival of William, and when, therefore, there was, in fact, no Sovereign to approve of him. Lastly, Grenville succeeded Cornwall as Speaker in 1789, but again the royal assent could not be obtained, as George the Third was not then in a fit mental condition to transact business. The approval of the Sovereign, therefore, is essential. And it is, moreover, discretionary, although it has only once been definitively withheld. The occasion was on the meeting of the first "Short Parliament" of Charles the Second. The Court was out of harmony with the nation, which had just been driven wild by the "Popish Plot." Courtiers had been beaten wherever they had dared to show their faces on the hustings, and the Government had to expect an unmanageable parliament. The King was probably not sorry at the very outset to set his faithful Commons at defiance. Accordingly, on Sir Edward Seymour, who had already been Speaker, being re-elected, he refused to approve of him. There appears to have been no reason at all for this step, except that Seymour was on bad terms with Danby. Great was the indignation of the House, and many members said that the King *could* not refuse the nominee of the House. Both sides, for some days, stood firm, but eventually, on Serjeant Maynard's very sensibly suggesting that the question was not one to "ruin a nation upon," the House gave way, and presented Serjeant Gregory to the King, who graciously accepted him.

It is remarkable that, during the debate on Charles' conduct, it was admitted that "gentlemen of the long robe" were more proper than others for the office. The practice, as we showed in our former article, was almost invariably to choose lawyers, who, in most cases, were eminent and honourable men. A signal exception is to be found in Sir John Trevor, Master of the Rolls, who was

Speaker in 1690, and who had the unpleasant duty of putting the question of his own disgrace to the vote. The House by a formal resolution pronounced him guilty of taking a bribe of a thousand guineas from the City of London on the passing of the Orphans' Bill. He then resigned his office, and was eventually punished with expulsion. Strangely enough, he remained at the Rolls in spite of this exposure. For the honour of the law, we must add that his is the only legal Speaker's name of which there is any reason to be ashamed.

RECENT DECISIONS.

HOUSE OF LORDS.

LANDLORD AND TENANT—RESUMPTION OF LAND DEMISED.

Liddy v. *Kennedy*, H.L., 20 W. R. 150, L. R. 5 H. L. 194.

This was a case full of little hopeless points. The decision confirms that of the Queen's Bench in *Doe* v. *Kennard* (12 Q. B. 244), that where a landlord reserves the right of resuming "any portion" of the land demised, he may resume the whole; and that this construction is not altered by the fact, that the reduction of rent in respect of each acre of the resumed land, which is to take place on the exercise of the power, is such that, if applied to the whole of the land demised, it would exceed the rent reserved. Another point taken and overruled was that, the lease giving the landlord power, after three months' notice of intention to resume possession, "to enter into such possession," the landlord was not entitled to bring ejectment without having made an actual entry. A third point was that, the lessor having since the lease conveyed the reversion to himself and another, he could no longer take advantage of this provision of the lease on the ground of the severance of the reversion; but, notwithstanding an inscrutable argument to the contrary, it was held that the objection (if any) was cured by the Irish Act of 23 & 24 Vict. c. 154.

EQUITY.

PRACTICE—COSTS OF UNJUSTIFIABLE LITIGATION.

Turner v. *Collins*, V.C.M., 19 W. R. Ch. Dig. 83, L. R. 12 Eq. 438.

The Vice-Chancellor thought the litigation in this suit unjustifiable, and in dismissing the bill would have given the defendants beneficially interested their costs as between solicitor and client, if a precedent could have been found for so doing, with the object of making the costs a complete indemnity. His Honour, however, expressed himself satisfied that it is not the course of the Court to make such an order in dismissing the bill, except where there is something in the nature of scandal, as in *Forester* v. *Reed* (19 W. R. 114, L. R. 6 Ch. 40), a suit to enforce an alleged agreement for a compromise of claims of the plaintiff against the defendant, where the Lords Justices, in dismissing the bill, ordered the plaintiff to pay the defendant's costs as between solicitor and client so far as they were increased by certain irrelevant charges of fraud brought against him in connection with the accounts.

In every other case, so far as we are aware, in which such costs have been given, the defendant has occupied a fiduciary position. Thus, in *Mordue* v. *Palmer* (19 W. R. 86), where an arbitrator had made an award giving costs as between solicitor and client, without special authority to do so, the Lords Justices held that the nature of the suit and the reference gave him jurisdiction to do so, having regard to the fiduciary relation between the parties, and they refused to disturb the award; and in *Edenborough* v. *Archbishop of Canterbury* (2 Russ. 93), costs as between solicitor and client were allowed to the Archbishop and the Bishop of London, when made parties to a suit respecting the validity of an election of a vicar to one of the city churches, on the ground, as Vice-Chancellor Malins pointed out in *Turner* v. *Collins*, of their being in an official position, and defending the suit in a public capacity, or as *quasi* trustees for the public.

It was argued in *Turner* v. *Collins* that the only power the Court has is to direct that trustees shall have their costs paid out of the fund. In *Edenborough* v. *Archbishop of Canterbury*, however, Lord Eldon directed the plaintiff to pay the costs of the Archbishop and Bishop, as between solicitor and client, and, following that case, Vice-Chancellor Malins held that he had power to direct the plaintiff, in the first instance, to pay the costs of the trustee defendants, leaving them to have recourse to the fund, if it should turn out that the plaintiff was unable to pay the costs.

VOLUNTARY SETTLEMENT—MAINTENANCE—DOCTRINE OF MUNDY v. EARL HOWE.

Re Kerrison's Trusts, V.C.M., 19 W. R. 967, L. R. 12 Eq. 422.

It is established by a series of decisions, from *Mundy* v. *Earl Howe* (4 Bro. C. C. 223) downwards, that where a fund is settled in contemplation of marriage, with a trust for maintenance, and the father maintains the children without requiring any contribution out of the fund, he acquires a right to the accumulated income which might have been so applied. The rule is the same from whatever quarter the fund proceeds, and it depends on the basis of contract upon which every ante-nuptial settlement for the benefit of the children of the marriage depends. Under and by virtue of the marriage contract the father is placed in the position of a purchaser of so much of the income of the fund as it would have been proper to apply for maintenance; and the benefit of that trust is part of his contract (*Stocken* v. *Stocken*, 4 Sim. 152, 4 My. & Cr. 95).

Where, under an ante-nuptial settlement, the father is a purchaser of the trust for the maintenance of his children, he is entitled to have the trust executed without reference to his ability to support them. It was so held by Vice-Chancellor Kindersley, though with reluctance, in *Ransome* v. *Burgess* (15 W. R. 189, L. R. 3 Eq. 773), where the trust was a discretionary one.

Where, however, there is no basis of contract, the above principle does not apply. Thus, where it was not a trust, as in the cases above referred to, but a mere power, it seems that the father would not have been entitled to have the income applied for the maintenance of his children as long as he was of ability to maintain his children; for there was no contract to relieve him from the burden of supporting them (*Thompson* v. *Griffin*, Cr. & Ph. 317). Nor would the rule apply where the fund is given as a bounty (*Mundy* v. *Earl Howe. sup.*), meaning, according to Vice-Chancellor Kindersley, that if a fund were given by will, with a provision for maintenance expressed in the same words, the test of the father's right to claim contribution out of the income would be his ability to support his children. And in *Re Kerrison's Trusts* (*sup.*), which was a case of a post-nuptial, and therefore voluntary, settlement, with a discretionary trust for maintenance, Vice-Chancellor Malins, intimating that he would have followed *Mundy* v. *Earl Howe* and the other decisions referred to in a case of settlement upon marriage, held that the father who had maintained the children without calling for any contribution from the income of the fund, was not entitled to receive any portion of the accumulations of the income which might have been so applied.

The principle established in *Ransome* v. *Burgess* and *Re Kerrison's Trusts* is, that the right of a father who has maintained his children to the accumulations of a fund which might have been applied for the purpose, exists only where the fund was settled upon marriage, by virtue of the marriage contract, and depends in every other case upon his own ability.

CHARTER-PARTY—LIEN FOR DEAD FREIGHT.—NOTICE.

Peek v. *Larsen*, M. R., 19 W. R. 1045, L. R. 12 Eq. 378.

A foreign ship about to sail was advertised by a firm of brokers as a general ship. The plaintiffs agreed with them for the carriage of certain goods at a stipulated rate of freight to the port of destination. The plaintiffs put the goods on board, and tendered the bills of lading for signature by the master of the ship, but they were returned unsigned, and he ultimately refused to sign them, except subject to the charter-party; and it then appeared that there was a charter-party in existence, giving the master an absolute lien on the cargo for freight, dead freight, and demurrage. The question in the suit was, whether under these circumstances the master was entitled to hold the goods against the lien of the shipowner for dead freight, &c., dead freight being, as Lord Ellenborough said in *Phillips* v. *Rodie*, 15 East. 554 (see *McLean* v. *Fleming*, L. R. 2 Sc. App. 128), an unliquidated compensation for the loss of freight, recoverable in the absence and place of freight.

Under these circumstances the question was one of notice, whether the shippers knew, or ought to have known, of the existence of the charter-party. It was argued that the fact of the ship being a foreign ship, advertised by a firm of English brokers, was sufficient to put the shippers on inquiry; but the Master of the Rolls declined to accede to this view, holding that the natural conclusion from the advertisement was, that the brokers were the agents of the owners; nor were the shippers bound to assume that there was a charter-party, or at all events a charter-party regulating the master's right of contract, as the ship was advertised as a general ship. It was the duty of the master—and this seems the turning-point of the case—to sign the bill of lading when he received the goods on board. If he had done this, adding "as per charter-party," that would have been notice to the shippers, and they might have called for the charter-party, and if they did not like its terms, have removed the goods. The case stands quite by itself, and, as we have seen, turns entirely upon the question of notice.

COMMON LAW.

RIGHT TO RETURN—ALTERATION IN CONDITION OF THE THING.

Head v. *Tattersall*, Ex., 20 W. R. 115.

The plaintiff bought a horse under a certain description, and with a stipulation that any return of the horse on the ground that he did not answer the description, must take place within a certain number of days. The horse did not answer the description, and was returned within the specified time; but had in the meantime received an injury, which was the result of his own vicious or unruly temper. On the ground (amongst others) of this injury, the defendant refused to receive him back or to repay the price, for the recovery of which this action was brought. It is, no doubt, the rule with respect to the recission of a contract, that it must be made whilst it is still possible to put the parties in *status quo* (Notes to Saund. i. 370), and upon this rule it was argued that the plaintiff was not entitled to return the damaged property. But it was denied that this rule was applicable where the injury to the subject matter of the contract was the natural result either of the inherent defect of the thing, of some external cause not under the control of the person claiming to rescind, or of acts properly done by him for the purpose, and during the period of examination allowed by the contract. The fact of a time being fixed within which the examination or complaint is to be made, can make no difference; it is the same as where goods are delivered under an ordinary contract of sale, in which case a reasonable time for examination is allowed; and there it seems clear that an alteration in the condition of the goods caused by the buyer's act would not be conclusive evidence of acceptance (see *Curtis* v. *Pugh*, 10 Q. B. 111, *Elliott* v. *Thomas*, 3 M. & W. 174, per Alderson, B.), unless the Act went beyond not merely the exact requirements, but the *bonâ fide* purpose of examination. If this be so, it follows *à fortiori*, that a deterioration caused by the inherent defect of the goods within the time of examination cannot deprive the buyer of his right to reject.

The question was raised whether, if the thing were totally destroyed before final acceptance, the same consequence would follow; and it seems to have been the opinion of Bramwell, B., that it would; but this was doubted by Cleasby, B. On principle it would seem that this ought to be so, for although, where a specific thing is sold with a mere warranty, the remedy for breach of the warranty must be sought in damages, because the property has passed to the buyer, yet if the description be a condition in the contract (*Bannerman* v. *White*, 10 C. B. N. S. 844), as it was here, the property does not pass unless that condition is either fulfilled or waived, and the rule *res perit domino* applies. In the case of the contract of "sale or return," however, it would be otherwise, because during the period of possession the property is in the buyer subject to be revested; but property in an extinct thing cannot be revested.

BILL OF SALE—SUFFICIENT DESCRIPTION.

Jones v. *Harris*, Q.B., 20 W. R. 143.

The effect of this case is that, although the affidavit accompanying the filed copy of a bill of sale must, by the terms of the statute, contain a description of the grantor's residence and occupation, and it is not enough that the bill of sale should itself contain it (*Pickard* v. *Bretz*, 8 W. R. 90, 5 H. & N. 9, *Hatton* v. *English*, 7 E. & B. 94), yet an insufficient description in the affidavit may be eked out and made sufficient by the more ample terms contained in the bill of sale. The gist of the matter was put by Cockburn, C.J., thus; is there in the affidavit and the bill of sale together, a verification of a sufficient description; and Blackburn, J., suggests the test, could the person making the affidavit be indicted for perjury if the description in the bill were false? The case seems not to decide much more than *Banbury* v. *White* (11 W. R. 785, 2 H. & C. 300), which allowed the affidavit to be supplemented out of the bill, if the affidavit contained a clear reference to the *description* in the bill. Now here there was no reference in terms to the description in the bill; but there was in the affidavit a description of the grantor's residence (Dynevor Lodge) which, though insufficient, was, so far as it went, the same with the full description in the bill, and therefore served to connect the latter with the verification.

COURTS.

CHANCERY COURT OF LANCASTER.

(Before Vice-Chancellor LITTLE,)

Nov. 29; Dec. 19.—*Wainwright* v. *Jones.*

Executor—Administration suit—Parties—Executor not proving will but intermeddling with his testator's estate—Will proved by another executor—Whether after the death of the proving executor the executor who did not prove sufficiently represents the testator's estate—The Court of Probate Act of 1857 (20 & 21 *Vict. c.* 77), *s.* 79—*The Court of Probate Act of* 1858 (21 & 22 *Vict. c.* 95), *s.* 16.

After the death of an executor who had proved his testator's will, a decree for the general administration of the testator's estate may be made against a surviving executor who has not proved the will, but who has accepted the executorship by intermeddling with the testator's assets.

A testator, who died in 1870, *by his will, dated in* 1853, *appointed his wife and three other persons executors and trustees thereof. Of the three other executors one died in the testator's lifetime, and another formally renounced probate, and disclaimed the trusts of the will. The widow alone proved the will, power being reserved for J., the fourth executor, to prove. The widow died. During her life, J. had joined with her in executing some assignments of leasehold property belonging to the testator, but he never proved the will, and he in no other*

way intermeddled with the estate. A suit was, after the widow's death, instituted for the administration of the testator's estate.

Held, that J. sufficiently represented the testator's estate without his having proved the will.

This was a suit for the administration of the real and personal estate of William Wainwright, who died on the 3rd of November, 1870, having by his will, dated the 17th of February, 1853, appointed his wife, Sarah Wainwright, Charles Ellis, Josiah Jones (the first-named defendant) and Benjamin Bell, trustees and executors thereof. The appointment of his wife to the executorship was limited to her widowhood.

The suit was instituted by residuary legatees under the will, and one of whom claimed also to be a creditor of the testator. Of the four trustees and executors named in the will, Ellis died in the testator's lifetime, and Bell renounced the executorship and disclaimed the trusts by deed poll. The widow alone proved the will. The probate was expressed to be granted to her during her widowhood. It stated the fact of Bell's renunciation, and it reserved the power of making the like grant of probate to the defendant Jones.

The testator's widow died on the 2nd of August, 1871, without having married again, and after having by her own will appointed William Elam and Oswald Hopwood (two others of the defendants) her executors, who proved her will. The bill alleged that although the defendant Jones had not proved Wainwright's will, he had acted in the executorship and trusts thereof. Jones by his answer denied having acted in this executorship, and he stated that he has always refused to act as executor of the will. However, he stated further that at the request of the solicitor of the testator's widow he joined with her in executing certain conveyances of certain portions of the testator's real estates, and he alleged that except by so doing he had never acted in the trusteeship of the will. He submitted to act in the suit as the Court might direct.

Crook, for the plaintiff.

O. L. Clare, for the defendant Jones.

Christie, for the defendants Elam and Hopwood.

Bardwell, for Mr. and Mrs. Edwardson, other defendants.

The authorities cited, and the nature of the arguments addressed to the Court, sufficiently appear in the judgment of the Vice-Chancellor.

At the conclusion of the argument judgment was reserved, and was delivered on

December 19, when Vice-Chancellor LITTLE (after stating the facts as above) said—At the hearing there was no evidence before the Court upon the issue raised by the pleadings as to the *status* of the defendant Jones in reference to the executorship and trusteeship of Wainwright's will, except the admissions contained in his (Jones's) answer, which, as it will be observed, negatived his acceptance of the executorship.

In this state of the record three questions were raised before me in this discussion at the hearing upon the subject of the constitution of the suit as connected with the personal representation to Wainwright, viz., first, whether having regard to the admissions of Jones's answer as to his interference in the trusteeship of the will, he must or not be considered in law to have thereby accepted the executorship of it; also, whether he did or not intend doing so; secondly, whether in case he should be held to have accepted the executorship a decree can or not be made against him as the surviving acting executor, without his having previously taken probate of the will; and thirdly, whether, if he should be held not to have accepted the executorship, the representation to Wainwright's personal estate can be treated as being now vested in the defendants Elam and Hopwood, as being the executors of the testator's widow, the sole proving executrix.

After considerable discussion had taken place upon these questions between counsel at the bar and at the close of such discussion, it was agreed between all the parties to the cause that the questions could not be satisfactorily disposed of without the Court being previously informed of the contents of the conveyances of the testator's estates, to which the defendant Jones admitted that he had become a party, and it was thereupon further agreed that I should be supplied with copies of such conveyances, and should determine the questions which had been discussed before me upon consideration of the arguments already addressed to me, and of the contents of the deeds, without my hearing any further argument by counsel. To this I consented. There have been accordingly supplied to me since the argument took place, in the first place certain admitted copies of the three following deeds, viz., an assignment of property dated the 19th of July, 1871, by the testator's widow and the defendant Jones to one Rason; an assignment of other property dated the 22nd of July, 1871, by the same parties to one Coombe; and an assignment of other property dated the 22nd of August, 1871, by the same parties, and one Storey, their mortgagee, to one Robinson. The parcels comprised in all these several conveyances consisted of leasehold property in Liverpool held for various terms of years. There was afterwards supplied to me a copy (but which has not yet been marked as an admitted copy) of the mortgage by the testator's widow and the defendant Jones to Story, which is recited in the assignment made by all these parties to Robinson. This mortgage bears date the 27th of June, 1871.

It appears from an explanatory affidavit, which has been made on behalf of the plaintiffs, that the assignment to Robinson was ante-dated; and that in fact, although the widow executed this deed, she died before the date which it was made to bear. Upon reference to the copies of these several deeds, it is manifest that the defendant Jones is in error in the statements made in his answer as to the nature and character of the conveyances which he thereby admitted that he had executed, and further, that the allegation of the bill as to his having acted in the executorship of the will is now proved against him. All these deeds severally deal with the testator's personal assets. In all of them are contained recitals of the testator's will, and of the appointment of executors thereunder. In none of them is there contained any recital that the executorial liabilities had been previously satisfied, or that there had been any previous assent by the widow as the proving executrix to the bequest to the trustees upon the trusts of the will, and in each of the deeds the operative part of the deed purports to assign the property comprised in it, and all the estate and interest of the assigning parties in such property, upon foot of the recitals which I have stated to the parties who take title under the deed; and further upon each of the deeds there is a joint receipt by the widow and Jones for the consideration moneys paid by the purchaser of the particular property upon foot of his conveyance. It is clear that the consideration moneys so jointly received by the widow and Jones upon foot of the conveyances formed assets of the testator's estate applicable to executorial purposes. It is therefore beyond dispute that Jones has so dealt with the personal assets of his testator's estate as to have thereby assumed the character of an acting executor under the will.

Now treating Jones as standing in the position of the surviving acting executor and trustee of Wainwright's will, the question is, whether I can make a decree for the administration of Wainwright's personal estate without Jones having previously proved his will.

It is to be observed that Wainwright's will having been already proved by his widow, the validity of the will considered as a disposition of personal estate, and the appointment of executors thereunder, have been already established by the competent jurisdiction. With regard to a case thus circumstanced the law is thus laid down by Mr. Justice Williams in his treatise on Executors (6th edition, p. 366): "Probate granted to one of several executors enures to the benefit of all. Where there are several executors, upon the grant of probate to one of them, it is usual to reserve power of making a like grant to the others, but this appears to be unnecessary, both because the probate already granted enures to their benefit' and because they have a right to the grant whether the power be reserved or not." No doubt this passage may have reference to the state of circumstances which exists while the proving executor is alive; as in the case of *Webster* v. *Spencer*, 3 B. & A. 360, in which an executor who had not proved was held to be properly joined with the executor who had proved, in an action for the recovery of assets belonging to the testator's estate. Again, in the converse case of the liability of executors to be sued, a residuary legatee has been held entitled to maintain a bill in equity for an account, joining as defendant an executor who had not proved the will, but had interfered with the personal assets of the estate, with one who had proved the will: *Read* v. *Truelove*, 1 Amb. 417. Upon the question of the liability of a single executor who has interfered with the assets without proving the will, to be sued before any probate whatever has been granted of such will, Mr. Justice Williams observes in p. 297 of the 6th edition of his treatise, "If he" (the executor) "have elected to administer, he may also before probate be sued at law or in equity by deceased's creditors, whose rights shall not be impeded by his delay, and to whom as executor *de jure* or *de facto* he has

made himself responsible;" and he continues, "So a bill may be filed against an executor before probate by a residuary legatee for an account of the estate and effects of the testator, and to have the assets secured" (he does not say, administered), for which he cites the case of *Blewitt* v. *Blewitt*, Younges' Ex. 541. This was a decision by Lord Lyndhurst, when Chief Baron, upon a demurrer put in by the defendant to the plaintiffs' bill, and which bill, be it observed, was not merely the ordinary bill for the appellant of a receiver in equity to protect the assets pending a contest in the Ecclesiastical Court as to probate, but sought much more extensive relief. This case seems to go to the full extent of Mr. Justice Williams's proposition. But I think it proper to add that I do not consider it an authority that the Court would proceed to decree a general administration at the hearing under the circumstances appearing in that case, without the will having been in the meantime duly proved. This brings me to mention the decision of Lord St. Leonards in *Cummins* v. *Cummins*, 3 J. & L. 64, to which I was referred by Mr. Jackson as *amicus curiæ*, and which, strange to say, is not cited in the subsequent editions of Mr. Justice Williams' treatise. This case is a direct authority, and so far as I know, is the only reported authority, for holding that a decree for the general administration of a testator's estate may be made in equity, after the death of an executor who has proved the will against a surviving executor who had not proved it, but who had accepted the appointment of executor by intermeddling with his testator's assets. This is the exact state of circumstances with which I have now to deal. It is clear from the report that Lord St. Leonards' judgment in the above case was a very carefully considered one. I confess that I cannot recollect a single instance within my own experience or observation of a decree for administration having been made in a suit thus constituted, and I was in the first instance very much inclined to the opinion that it could not be done. But upon consideration of the authorities above cited, and of the reasons on which they are grounded, I have now arrived at the conclusion that such a constitution of a suit may be justified both upon authority and principle.

It was suggested in argument by Mr. Crook and Mr. Bardswell, that however the question might have been regarded in the state of the law, which preceded the establishment of the Probate Court, the provisions of the Acts establishing and regulating that Court ought to preclude me from now treating the defendant Jones as competent to represent his testator's estate, no probate having been granted to him. The 79th section of the Court of Probate Act of 1857, and the 16th section of the Court of Probate Act of 1858, were especially referred to in support of this argument. It was contended that, having regard to those sections, the proper course under the circumstances of this case would be that the cause should be ordered to stand over, in order that the defendant Jones might be cited to take probate of his testator's will, and that, in the event of his not appearing to the citation, the representation should afterwards be held to have vested in the defendants Elam & Hopwood, as the executors of the widow, who was the sole proving executrix. But in my opinion those sections were not meant to apply to the case of an executor who, although he may not have taken probate, has yet accepted office by intermeddling with his testator's assets, and whose duty it has thereby become, if not to obtain probate upon his own motion (a point upon which I express no opinion), still to accept probate upon citation by any interested person, and who is, in fact, compellable to accept it upon foot of such citation. I have not met with any provision in the Probate Court Acts, nor has any provision been pointed out to me in those Acts, which affects the *status* of an intermeddling executor in reference to his obligation to take probate. And I think that I am not at liberty, under the circumstances of this case, now to assume, either that if Jones were cited to take probate by any interested person, he would neglect or seek to dissolve such citation, or that, if he did so, he could not be compelled to take probate by proper ulterior proceedings at the instance of the person citing him.

There must, therefore, be the usual decree for the administration of the testator (Wainwright's) real and personal estate, and the accounts must be directed so as to cover the receipts of the widow and the defendant Jones, as trustees and executors of the testator's will.

Solicitor for the plaintiff, *F. W. Ponton.*

Solicitors for the defendants Jones, Edwardson and wife, *Laces, Banner & Co.*

Solicitors for the defendants Elam & Hopwood, *E. Cotton.*

COUNTY COURTS.

HUDDERSFIELD.

(Before Serjeant TINDAL ATKINSON, Judge).

Re Barker, Ex parte Cotton.

Personal Liability of Trustee for Costs.

This was an application to stay an execution for costs issued against Mr Cotton, the trustee in this bankruptcy.

Mr. Barker, solicitor, in support,

Cottingham, contra.

The facts as well as the arguments appear in the judgment.

Serjeant TINDAL ATKINSON :—In this case I am asked to stay proceedings in an execution issued against Mr. Cotton, the trustee in this case, for costs alleged to be due to Messrs. Wilde and Sykes, calling upon the trustee personally to pay the costs arising out of an unsuccessful application to the Court, made against the mortgagees of a part of the bankrupt's property. The facts, shortly stated, were that the adjudication took place on the 11th February, 1871, and on the 27th Cotton was appointed the trustee, with a remuneration fixed at five per cent. On enquiry it was found that the bankrupt had mortgaged a part of his property to Messrs. Wilde and Sykes, and that he had also further charged the property with a second mortgage to his father-in-law, Zachariah Drake. On the 17th March the first mortgagee applied to the court stating that the time for paying the mortgage money had expired, and that the property would be advertised for sale. On the same day, the 17th of March, Cotton applied to the Court to restrain the sale, and an order was made to that effect. On the 13th April he again applied to the Court, requiring the attendance of the first and second mortgagees for the purpose of inquiry. After witnesses had been examined, the further hearing was adjourned to the 28th of April, but in the meantime Cotton did not feel in a position to proceed, and the registrar on that date made an order that due notice should be given that all further inquiries as to the mortgagees were abandoned. At this time the Committee of Inspection had appointed Mr. Mosley their solicitor. On the 29th of April, Cotton applied for an order compelling Wilde and Sykes, the first mortgagees, to give up their mortgage deed on being paid the sum due upon it. The application was dismissed, and it was ordered that the trustee pay to Wilde and Sykes the costs incident to the application. On the 5th of May the Court further ordered that, as the order of the 17th March was still subsisting, such order should be discharged, but that the question of costs should be adjourned until the 10th of that month. On the hearing it was ordered that the costs of the orders of the 17th March and the 5th of May be paid by the mortgagees Wilde and Sykes. Up to this date, therefore, all questions as to costs between the trustee and Wilde and Sykes were settled, except as to the costs incurred on the 29th April, and nothing remained but for the trustee on the part of the bankrupt mortgagor, to give up possession of the mortgaged property. At the end of May the mortgagees applied to the court for an order compelling the trustee to give up the key of the premises, which had been withheld. Upon this, Cotton applied to the court for an order for further particulars, which order was dismissed, and he was condemned in the costs of the application. It is admitted that Cotton acted under the direction of the Committee of Inspection and their solicitor, and that all the steps were taken by their instruction and with their assent. At this time the costs incurred, and which form the subject of the present inquiry, were £13 1s. 6d. in the case of Drake, and £34 10s., in that of Wilde and Sykes; no question, however, arises upon Drake's costs, which have been since paid. To defray these sums, Cotton had at that time only £17 in hand. A change of solicitor took place at this period, Mr. Barker being appointed to act for the trustee in lieu of Mr. Mosley. An execution was issued against the goods of Cotton by Milnes, the solicitor of Wilde and Sykes, for their costs, and there being some difficulty in the way of a levy, the Court was applied to for a committal, but by consent the question of liability was gone into, and the learned judge, Mr. Stansfeld, on that occasion held that the trustee was personally liable for those costs. An affidavit before the Court, made by Cotton, states that he has now only £1 7s. of the bankrupt's estate in hand, while the execution issued for the recovery of the costs due to the execution creditors—Wilde and Sykes—arising from the various orders, amounts to £24 15s. 2d. It appears from the counter affidavit made by Wilde and Sykes, that on examining the

accounts it was found that £40 had been paid by Cotton to Mosley on account of an unascertained bill of costs.

It was urged in argument by Mr. Barker, on behalf of the trustee, that acting in a representative capacity, and under the directions of the Committee of Inspection, he was not personally liable. That the various applications made by Cotton in this case to the Court, were not in a hostile spirit, and that in all he did he was acting under the instruction and advice of the solicitor, Mr. Mosley, and the Committee of Inspection.

The Court's attention was called by Mr. Cottingham on the other side to the fact that independently, as he contended, of the trustee being personally liable for costs as between himself and third parties whom he had brought into court *in invitum*, there had been laches on his part in dealing with the bankrupt's property; paying £40 to the solicitor to the bankruptcy upon account of an untaxed bill of costs, he could not be heard to say that he had no estate, such payment being in contravention of the General Rule 114 in Bankruptcy, which states "that a trustee shall not be allowed in his accounts any sum paid by him to his attorney for his bill of costs unless the same shall have been duly taxed."

Upon this state of facts I am called upon to say whether the trustee is liable personally for the costs incurred in these proceedings; and after considering the authorities cited in the arguments addressed to me, I have arrived at the conclusion that there is no special right in a trustee in bankruptcy as between himself and a third person—such person not standing in the relation of a *cestui que trust* that exempts him from personal liability to pay costs in any legal proceeding in which he is unsuccessful. And that as between strangers and the trustee he is on no better footing than an ordinary plaintiff or defendant, for the circumstance of the trust cannot be allowed to affect the interests of a third person, "the transmutation to a trustee being the same in its consequences as the transmutation of a possession without a trust; it conveys to the trustees the legal burthens, and it invests the trustee with the legal privileges" (*Burgess* v. *Wheate*, 1 Eden, 251, per Lord Northington); and in the case of a sale of lands the trustee, like any ordinary vendor, is bound to make the purchaser a good title. If the sale be unconditional, and the title prove bad, the purchaser in a suit for specific performance would be allowed his costs against the trustee (Coop., 40), though the trustee, where his conduct was excusable, might charge them upon the trust estate under the head of expenses (Lewin on Trusts, 4th ed. 299), (*Hill* v. *Morgan*, 2 Ir. Ch. 460), (*Elsey* v. *Lutyens*, 8 Hare, 164.)

Under the 20th, 22nd, and 25th sections of the Bankruptcy Act, 1869, the trustee acquires for the purposes of the trust the complete possession of the bankrupt's estate, with power to deal with it as if he were the absolute owner, and is clothed with the fullest powers "to bring or defend any action, suit, or other legal proceeding relating to it." It may be observed that the statute contains provisions which give the Court and the creditors for whom he acts the means of stringent control in cases in which his dealings with the property are inconsistent with the faithful and honest discharge of his duty; but for all the purposes of suing and being sued he alone is the person who can be plaintiff or defendant. Before bringing an action, therefore, or defending a suit, or entering into any other legal proceeding, it is incumbent upon him, for his own protection, to satisfy himself that he has assets in his hands to meet the emergency of defeat, and in all cases when in proceedings in which he anticipates that his costs may be disallowed, it is his duty to make a reservation out of the assets to meet them (*Williams* v. *Nixon*, 2 Beav. 472). I find decisions under the former Bankruptcy Acts, in which official assignees have been thus made personally liable to costs. In *Sydney* v. *Belcher*, 2 Moo & Rob., 324, the official assignee was held personally liable to the costs of defending an action brought against him and the creditors' assignee, he having joined in retaining the attorney, and where an official assignee was included in an order for the payment of costs, such order might be enforced against him alone. *Ex parte Murray re Smith*, 1 Mon. and Ayr., 475.

This principle of making a party standing in the position of a trustee personally liable has received the fullest confirmation in the case of *Bevan* v. *Whitmore*, 15 C. B. N. S. 433, affirmed on appeal, 19 C. B. N. S. 763, Exchequer Chamber. There an official assignee of a district court of bankruptcy having given his assent to the bringing of an action in his name, jointly with that of the trade assignee, for the recovery of part of the bankrupt's estate, and the action proving unsuccessful, the trade assignee, having paid the costs, was held entitled to sue the official assignee for contribution. So also it has been held that assignees who were brought before the Court by a supplemental bill, might be made liable to the costs of the whole suit when they improperly resisted the plaintiff's demand. *Whitcomb* v. *Minchin*, 5 Madd. 91, and the assignees of a bankrupt in *Re Peers*, 21 Beav. 520, were held personally liable for the cost of taxation of a bill of costs delivered by them where more than one-sixth was taken off. In all cases in which the trustee is acting honestly and within his powers in instituting legal proceedings for the benefit of the estate, his relief for being made personally liable will be found in such estate recouping him for the sum or sums which he has been made to pay, or has advanced for that purpose. The Bankruptcy Act, 1869, s. 13, contains, for the protection of the trustee, large powers enabling him to apply to the Court after the presentation of a petition against the debtor to restrain further proceedings in any pending action, suit, execution, or other legal process against the debtor, or the Court may allow such proceedings, whether in progress at the commencement of the bankruptcy or commenced during its continuance, to proceed upon such terms as it shall think just. The trustee also, under section 23, has the fullest power, with the consent of the Court, of disclaiming all land burdened with onerous covenants, unmarketable shares, unprofitable contracts, or of any unsaleable property; in fact, of all those dealings by the bankrupt with property, which property is burdened with obligations which are likely to lead to extensive and uncertain litigation.

It was very much urged upon my attention by Mr. Barker, in the course of his able argument for Mr. Cotton, that there was a close analogy between the case of an executor and a trustee in bankruptcy; but I am of opinion that it is a partial analogy only. Before the statute 3 & 4 William 4, c. 42, executors and administrators were not liable to costs when a nonsuit or a verdict went against them in cases where the action was brought upon a contract entered into by the testator or intestate, or for a wrongdone in his life time, *Jones* v. *Williams* (6 M. & S. 178), *Barnard* v. *Higdon* (3 B. & Ald. 213), and the reason was said to be that the 23rd Hen. 8, c. 15 s. 1, by which costs were first given to defendants, was confined to wrongs done to and contracts made with the plaintiffs. But before the former statute it was held that where an executor or administrator had knowingly brought a wrong action against, or otherwise been guilty of, a wilful default, he should pay costs upon a discontinuance: *Harris* v. *Jones*, 1 W. Bl. 451, Tidd 979, 9th ed. He is liable also independently of the statute upon judgment of *non pros*: 2 C. & M. 403. So executors or administrators have always been held liable to costs upon interlocutory proceedings: Tidd 979, 9th ed.

It appears to me also that after the order in this case, made on the 10th of May, when the contested matters between the trustees and the morgagees had been finally settled, and no claim for costs existed on either sides, and nothing remained to be done but to give up such possession of the property as the trustees representing the bankrupt morgagor had, that the subsequent proceedings by which the mortgagees were compelled to apply to the Court were ill-advised, and came within the case of *Harris* v. *Jones* just cited, in which it was held that an executor was, before the passing of the 4th William 4, c 42, liablef or costs as upon wilful default.

But there is still another ground on which alone I should have felt compelled to give an adverse decision against Mr. Cotton, namely, the payment of the £40 to Mr. Mosley, the solicitor to the bankrupt estate. It is proved that this sum was paid by the trustee on account of an unascertained bill of costs, and as it was paid in contravention of, although in good faith and without knowledge of, the 114th general rule in bankruptcy, which provides that a trustee shall not be allowed in his accounts any sum paid by him to his attorney, unless the same shall have been duly taxed as between attorney and client, it is in my view money paid in his own wrong, and must be taken as if it formed part of the bankrupt's estate, and available for the payment of the costs in this case.

Upon this state of facts, and upon the authorities I have cited, I have arrived at the conclusion that the execution against Mr. Cotton ought not to be stayed, and that therefore the motion must be dismissed. As, however, I believe that Mr Cotton has acted in perfect good faith, although mistaken in his belief as to the law, it must be dismissed without costs.

DARTFORD PETTY SESSIONS.

(Before Sir P. H. Dyke, Bart., and a full Bench.)

Dec. 30.—*Metropolitan Police Acts—Jurisdiction of county justices sitting outside metropolitan police districts to try offences committed within such district.*

At the Dartford Petty Sessions, on Saturday last, several cases were heard in which a question of jurisdiction was raised, of considerable importance to justices having jurisdiction in the home counties. The offences were under the Metropolitan Police Act, 1839 (2 & 3 Vict. c. 47), and were committed within the metropolitan police district, but not within any part of such district assigned to any metropolitan police-court.

Mr. C. R. Gibson (Dartford) for the defence, argued that the justices had no jurisdiction here. In summary convictions, as well as in matters to be done at special and petty sessions, their jurisdiction was wholly given to justices by statute: Paley, 4th ed. p. 15. The offences charged were punishable under 2 & 3 Vict. c. 47, and section 75 of that Act defines magistrate "to mean and include every justice of the peace appointed to be a magistrate of the police-courts of the metropolis." The latter part of the section, which included county justices in the definition, was repealed by 3 & 4 Vict. c. 84, s. 1. The power to convict, given by 2 & 3 Vict. c. 47, s. 76, was confined exclusively to magistrates as defined by section 75 of the same Act. Moreover, 2 & 3 Vict. c. 71, s. 18, rendered void any summons issued by a justice of Kent, "requiring any person residing within the metropolitan police district, to appear at any place without the said district, to answer any information or complaint touching any matter arising within the said district." 21 & 22 Vict. c. 73, s. 6, provided that 2 & 3 Vict. c. 71, "section 18 should not apply to any such summons or warrant in respect of any matter arising within any part of the said district not assigned for the time being to any of the police-courts of the metropolis," but the power thereby restored was simply a power to summon, and not a power to convict. 3 & 4 Vict. c. 84, s. 6, enacted, "That any two justices of the peace having jurisdiction within the metropolitan police district shall have, while sitting publicly in the court or room used for holding special or petty sessions of the peace in any part of the said district within the limits of their commission, except in the divisions to be assigned to the police-courts already established, all the powers, privileges, and duties which any one magistrate of the said police-courts has," but in order for the justices to have jurisdiction under the section, their sessions must be holden within the metropolitan police district. It followed, therefore, that the justices might summon a person to appear without the district, but they could not hear and adjudicate upon the complaint.

An inspector of police said the police magistrate at Woolwich refused to try offenders unless they were actually in custody.

The Justices, after deliberation, decided that they had no jurisdiction, dismissed the cases, and arrangements were made for a case to be granted for Queen's Bench.

APPOINTMENTS.

Mr. Francis Ellis-McTaggart, a county court judge (Circuit No. 34) has been appointed by the Lord Chancellor to succeed the late Mr. D. R. Blaine, as judge of Circuit No. 43, embracing the metropolitan districts of Marylebone, Brompton, and Brentford. Mr. Ellis-McTaggart is the son of the late Thomas Flower Ellis, Esq., F.R.S., Recorder of Leeds, and Attorney-General for the Duchy of Lancaster, by Susan, daughter of the late John McTaggart, Esq., of Ardwell, Stranraer, N. B. He was born on the 13th December, 1823, and was educated at Trinity College, Cambridge, where he graduated B.A. in 1846. In May, 1849, he was called to the bar at the Inner Temple; he formerly practised on the Home Circuit. He was for some years joint editor of the Law Reports known as "Ellis, Blackburn & Ellis," and afterwards of "Ellis & Ellis'" Queen's Bench Reports for 1858 and 1859. In May, 1861, he was appointed judge of county courts in Circuit No. 34, which embraces various towns in Northamptonshire and Lincolnshire. In 1864 he married Caroline, fifth daughter of the Rev. Edward Chauncey Ellis, Rector of Langham, Essex, by which lady he has a family of three sons. In 1868 he assumed the name and arms of McTaggart in addition to those of Ellis.

Mr. John William Mellor, barrister-at-law, of the Midland Circuit, has been appointed Recorder of the borough of Grantham, in Lincolnshire. Mr. Mellor is the eldest son of Sir John Mellor, Knt., one of the judges of the Court of Queen's Bench, by his wife Elizabeth, the only child of William Moseley, Esq., of Peckham Rye, Surrey. He was born in 1835, and was called to the bar at the Inner Temple, in June, 1860, soon after which he joined the Midland Circuit, attending the Notts, Derby and Lincoln sessions. For the last two or three years, Mr. Mellor has been a revising barrister on the Midland Circuit. He married, in 1860, Caroline, fourth daughter of Charles Paget, Esq., of Ruddington Grange, Leicestershire.

Mr. Frederick Malim, solicitor, of Grantham, Lincolnshire, has been elected, by the Grantham Town Council, to be coroner of that borough, in succession to Mr. W. G. Wagstaffe, deceased. Mr. Malim was admitted in 1831, and has held numerous local offices in the borough—namely, clerk to the trustees of the Grantham charity, clerk to the commissioners of sewers, clerk and treasurer to the Grantham association for the prosecution of felons, and agent to the Law Union Fire and Life Insuraace Company. He has also been clerk to the borough magistrates for the last ten years. Mr. Malim is a member of the Solicitors' Benevolent Association.

Mr. Frederick John Snell, solicitor, of Great Dunmow, Essex, has been elected clerk to the Dunmow District Highway Board, in succession to the late Mr. William Johnson. Mr. Snell was certificated in 1865, and formerly practised at Great Bardfield, in Essex, but was recently elected clerk to the Dunmow Board of Guardians, and superintendent registrar of births, deaths, and marriages for that district. He served his articles with Messrs. Gepp & Sons, Chelmsford.

Mr. John Seagram, solicitor, of Warminster, Wilts, has been appointed, by the Local Government Board, to be Poor-law Auditor for the counties of Somerset and Wilts, in succession to Mr. J. T. Vining, solicitor, deceased. Mr. Seagram's salary has been fixed at £525 per annum, proportionably distributed over the various unions of the two counties. Mr. Seagram was admitted in 1830, and is the senior partner in the legal firm of Seagram & Wakeman, of Warminster.

Mr. Thomas Lewis, of Castle-street, Dover, has been appointed a commissioner to administer oaths in Chancery in England, and a commissioner to administer oaths in the Courts of Queen's Bench, Common Pleas, and Exchequer for the counties of Kent, Surrey, Sussex, and Middlesex, and the city of Canterbury.

Mr. Edgar Christmas Harvie, of the firm of Minet, Smith, Son & Harvie, of Nos. 3 and 6, New Broad-street, E.C., has been appointed a London Commissioner to administer oaths at Common Law.

GENERAL CORRESPONDENCE.

The Late Mr. Justice George.

Sir,—Would you excuse me for calling attention to a trifling error—it may be a misprint—in your notice of Mr. Justice George * last week. You say, "He had previously represented Wexford in Parliament from May, 1852, till 1857, and while he was Solicitor-General in May, 1859, he was re-elected for the borough," &c. The last word quoted should have been "county." Mr. George was never member for the borough of Wexford, but he did represent the county of that name for the precise periods mentioned in your notice.

Alex. Edw. Miller.

Lincoln's-inn, Dec. 27.

The Ballot and its Possibilities.—The *Harrisburg Legal Opinion* says that one of the political parties in San Francisco is charged with a curious dodge during a recent election. This was the smearing over with nitrate of silver of names on the opposition ticket. At first no evidence of manipulation appeared, and the voter, taking the opposition ticket held out to him, thought his ballot went into the box all right. Coming to be counted, however, the nitrate had reduced the doctored name to a mere black blot, and so the ticket was per force counted as "scratched."

* 16 S. J. 148.

OBITUARY.

MR. L. WINTERBOTHAM.

Mr. Lindsey Winterbotham, solicitor and banker of Stroud, in Gloucestershire, died on Christmas-day, at the age of seventy-two years. He was the second son of the Rev. William Winterbotham, who for twenty-five years (from 1704 till his death in 1829) was the Baptist minister at Shortwood, near Nailsworth, and who had previously suffered imprisonment for four years on a political prosecution for two sermons preached by him at Plymouth in 1792. On his release he retired to Plymouth, where his son Lindsey (the subject of this notice) was born on the 9th of December, 1799. Mr. L. Winterbotham was educated at a school in Rochdale, kept by a Rev. M. Littledale. In 1815 he was articled to Mr. Cheeke, a solicitor of Evesham, in Worcestershire, and also kept terms at Lincoln's Inn with the view of being called to the bar. He relinquished this idea, however, when an opportunity offered for starting as a solicitor at Tewkesbury, and he was duly admitted an attorney in 1821. He practised at this place till 1843, and for some years held the local office of clerk to the trustees of the Tewkesbury roads. In the last-named year he relinquished practice on accepting the office of managing director of the Gloucestershire Banking Company, and manager of that company's branch at Stroud, whither he now removed. But though he gave up his professional position, he did not erase his name from the roll of attorneys, as he regularly renewed his certificate to the last. He gave up the managership of the Stroud Bank in 1865 to his son, Mr. Edward Winterbotham, but continued to be general manager of the company till his death. As a banker, his legal training and knowledge, his great business capacity and experience in finance, and his unwearied industry in the discharge of his official duties, were of incalculable advantage to the company, and secured him a large measure of respect and confidence. Mr. Winterbotham married, in 1825, Sarah Anne Selfe, daughter of the Rev. Henry Page; she died at Stroud, in June, 1866. By this marriage he had a large family, of whom five sons and one daughter survive. His eldest son, Mr. Lindsey William Winterbotham, is a solicitor in practice at Stroud; and his second son, Mr. Henry Selfe Page Winterbotham, M.P. for Stroud, is a barrister of Lincoln's Inn and Under Secretary of State for the Home Department. The deceased gentleman also leaves two brothers, the elder being Mr. Rayner Winterbotham, chairman of the Stroud bench of magistrates; and the younger, Mr. John Brend Winterbotham, solicitor, of Cheltenham, whose two sons are also solicitors in partnership with him. His funeral took place at Shortwood on the 29th December, and among the pall-bearers were Mr. S. S. Marling, M.P. for West Gloucestershire, and Mr. W. P. Price, M.P. for the city of Gloucester.

MR. J. F. CARGILL.

The Hon. Jasper F. Cargill, one of her Majesty's judges of the Supreme Court for the island of Jamaica, died at Kingston on the 27th November last, in the sixty-fifth year of his age. The late Mr. Cargill was called to the bar at the Middle Temple, in June, 1841, and immediately began to practise at Kingston, Jamaica. In 1848 he was appointed a revising barrister of that island, and in 1855 became acting chairman of quarter sessions. In the following year he was raised to the bench as one of the puisne judges of the Supreme Court, the value of which office is £1,200 per annum. He was also judge of the Circuit and Insolvent Debtors' Court, and had recently been discharging the duties of judge of the Kingston District Court.

MR. W. G. WAGSTAFFE.

Mr. William Goodwin Wagstaffe, solicitor, of Grantham, Lincolnshire, died very suddenly on the 17th of December. Mr. Wagstaffe, who was admitted in 1826, had been for many years coroner for the borough of Grantham. He was also secretary to the local Agricultural Society, and to the Farmers' Benevolent Association. In May, 1859, he was elected clerk to the Grantham Board of Guardians, having previously served as one of the guardians since the formation of the union board.

Mr. George James Johnson, solicitor, of Birmingham, has been elected President of the Birmingham Library for the ensuing year.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this Association took place at the Law Institution, London, on Wednesday last, the 3rd inst, Mr. John Smale Torr in the chair; the other directors present being Messrs. Brook, Hedger, Nelson, Rickman, Smith, Young, and Veley, Mr. Eiffe (secretary). A grant of £50 was made to the widow and family of a member, and a grant of £10 to the widow of a *non*-member. A communication from Lord Cairns was read, announcing that his lordship would be happy to take the chair at the ensuing anniversary festival of the Association in June. A communication was also read from Messrs. Wadeson & Malleson, solicitors, Austin Friars, announcing that in consequence of the death of an annuitant the sum of £1,333 6s. 8d. Consols had accrued to this Association. Eight new members were admitted, and other business of a general nature transacted.

LIVERPOOL LAW STUDENTS' SOCIETY.

A meeting of this Society was held at the Law Library, 14, Cork-street, on Thursday last, the 4th inst., Mr. James Lomax, solicitor, presiding. The subject for discussion was:—"Messrs. J. and K. sue A. B. for an alleged libel, the libel being an article contained in a newspaper published by the defendant, which is as follows:—'Messrs. J. and K. have introduced, and largely advertised, an article of their manufacture as the 'Bag of bags.' As we have not even seen the 'Bag of bags,' we cannnt say that it is useful, or that it is portable, or that it is elegant. All these it may be, but the only point we can deal with is the title, which we think very silly, very slangy, and very vulgar, and which has been forced upon the notice of the public, *ad nauseam*.' The declaration avers no special damage. Defendant demurs to the declaration. Is the demurrer good?" After an interesting discussion, the affirmative was carried by a small majority.

LAW STUDENTS' JOURNAL.

HILARY EDUCATIONAL TERM, 1872.

PROSPECTUS OF THE LECTURES to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on—

I.—Constitutional and Legal History before the Conquest.
II.—Changes consequent on the Conquest.
III.—Constitutional and Legal History from Henry II. to Edward I.
IV.—Magna Charta and its Confirmations.
V.—Early History of the Houses of Parliament.
VI.—Early History of the Royal Councils and the Courts of Law.

With his private class the Reader proposes to take the following subjects:—

1. Broom's Constitutional Law, from The Banker's Case to the Case of the Seven Bishops, inclusive.

2. Hallam's Constitutional History, from the Meeting of the Long Parliament to the Revolution of 1688.

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

I.—On the mode of taking evidence in the Court of Chancery, and on the hearing of a cause.
II. On relief in equity against waste.
III.—On relief against penalties.

An Advanced Course.

I.—On equitable interference in cases of partnership (continued).
II.—On the equitable presumption arising from a step taken towards performance of an agreement.
III.—On the equitable consequences of the substantial performance of an agreement.
IV.—On the equitable doctrine of satisfaction.

In the Elementary Private Class, the subjects discussed will be—The Duties and Liabilities of Trustees—Trusts for the Benefit of Creditors.

In the Advanced Private Class the Lectures will comprehend—Relief against Mistake—Executory Trusts.

THE LAW OF REAL PROPERTY, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

Elementary Course.

On the Mutual Rights of Husband and Wife as to Real and Personal Estate.

Advanced Course.

On Wills.

In the elementary private classes, the Reader will continue his Course of Real Property Law, using the work of Mr. Joshua Williams as a text-book; and in his advanced private classes, he will take the Construction of Wills as the subject for discussion, using Mr. Hawkins's treatise as the text-book.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil and International Law, proposes to deliver, during the ensuing Educational term, six public lectures on—

I.—The Roman Law relating to Obligations arising from Contract, contrasted with the French and English Law on the same head.

(1.) The Contract of Sale (*emptio venditio*).

(2.) The Contract of Letting on Hire (*locatio conductio*)

II.—The History and Present State of International Law relating to Blockade.

In his private class, the Reader will continue the discussion of the First Book of the Institutes of Justinian, commencing with title 8. He will use as text-books, Sandars' edition of the Institutes, Demangeat, Cours élémentaire de Droit Romain, and Scheurl, Lehrbuch der Institutionen.

The Reader will also discuss, in the private classes, points of international law relating to the "Rights of Neutrals,' using Wheaton's Elements of International Law as the text-book, and referring to the works of the principal modern jurists, the decisions of the Admiralty and Prize Courts of England and America, the debates in Parliament, and State papers relating to the cases under discussion.

The Reader will also specially discuss the Congress of Vienna, the Treaties of Paris, and the subsequent alterations of those treaties.

COMMON LAW.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, two courses (of six public lectures each) on the following subjects:—

Elementary Course.

I.—Simple Contracts, Express or Implied.

II.—The Contract of Bailment.

III.—Proofs adduced and Rules of Evidence applied in Actions upon Contracts not under Seal.

Advanced Course.

I.—Mercantile Contracts—Written or Verbal—of ordinary occurrence.

II.—Torts affecting Mercantile Persons or Property.

III.—Rules of Evidence applicable and Proofs admissible at the trial of an action between Mercantile Persons.

With his private classes, the Reader will consider the above subjects in detail, using the following books for reference:—

Elementary Class.—Broom's Commentaries on the Common Law (fourth edition); and Selwyn's Nisi Prius (last edition).

Advanced Course.—Smith's Compendium of Mercantile Law (edition by Dowdeswell), and Roscoe's Evidence at Nisi Prius (last edition).

LAWS IN FORCE IN BRITISH INDIA.

The Reader on Hindu and Mahommedan law, and the laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of six public lectures on the following subjects, viz.:—

MAHOMMEDAN LAW.

I.—Introduction.

II.—The Law of Inheritance.

III.—The Law of Inheritance (continued).

IV.—Contracts.

V.—Gifts.

VI.—Divorce.

With his private classes, he will discuss minutely and in detail the subjects embraced in the public lectures, illustrating them by works on Mahommedan Law.

Table of the days and hours for the delivery of the public lectures by the Readers appointed by the Inns of Court, and for the attendance of the private classes.

Readers—Inn of Court.	Days and Hours of Meetings. Public Lectures.	Days and Hours of Meetings. Private Classes.
Constitutional Law and Legal History, T. C. Sandars, Esq.—Lincoln's Inn Hall Classes meet in Benchers' Reading Room.	Wednesdays, 2 p.m. First Lecture, 17th January.	Tuesd., Thursd., & Satrd. 10 a.m. First Class, 18th January.
Equity, W. L. Birkbeck, Esq.—Linc. Inn Hall. Classes meet in Benchers' Reading Room.	Thursdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 11th January.	Mond., ¼ to 4 & ½ past 4 p.m. Wedn., & Frid. ½ past 3 & ¼ past 4 p.m. First Class, 12th January.
Law of Real Property, &c. F. Prideaux, Esq.—Gray's Inn Hall. Classes meet in the North Library.	Tuesdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 16th January.	Mond., Wedn., & Frid. ¼ to 12 a.m. & ¼ to 1 p.m. First Class, 17th January.
Jurisprudence, Civil and International Law, J. Sharpe, Esq., LL.D.—Mid. Temp. Hall. Classes meet in Middle Temple Library.	Fridays, 2 p.m. First Lecture, 12th January.	Tuesd., Thursd., & Satrd. ¼ to 4 p.m. First Class, 11th November.
Common Law, H. Broom, Esq., LL.D.—In. Temp. Hall. Classes meet at the Inner Temple Hall.	Mondays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 15th January.	Tuesd. Thursd., & Satrdy, ¼ to 12 a.m. & ¼ to 1 p.m. First Class, 16th January.
Hindu and Mahommedan Law, and the Laws of India, S. G. Grady, Esq.—Middle Temple Hall. Classes meet under Mid. Temp. Library.	Saturdays, 10.45 a.m. First Lecture, 13th January.	Mond., Wedn., & Frid. 10 a.m. First Class, 15th January.

NOTES.—The Educational Term commences on the 11th January, and ends on the 30th March.

The first public lecture of this course will be delivered by the Reader on Equity, on Thursday, the 11th January, at 2 p.m.

The first meeting of each private class will take place on the usual morning or evening of meeting after the first public lecture on the same subject.

Students who have been unable to attend a lecture or class of either of the Readers, and desire dispensation as a qualification for call to the bar, should make application, with an explanation of the cause of such absence, in writing, to the Reader during the course, or immediately after the delivery of the last public lecture of the course; and the Reader's report thereon, together with the application, will be forwarded to the Council of Legal Education, who alone have the power of granting dispensation.

The Council have resolved that in no case shall students be allowed to change from the elementary to the advanced courses of lectures and classes, or *vice versa*, while qualifying for call to the bar, or for the examinations on the subjects of the lectures and classes.

Mr. Justice Quain, of the Court of Queen's Bench, has appointed Mr. Duffen as his "body" clerk, and Mr. Henson (late clerk to Sir Robert Collier) to be his second clerk.

THE SITTINGS OF THE JUDICIAL COMMITTEE.—On the 11th inst., the first day of Hilary Term, the Judicial Committee will resume its sittings, and will sit daily at half-past 10 o'clock. There are 62 appeals in the list—one patent case and five appeals standing for judgment, the last of which is *Sheppard* v. *Bennett*." One of the Indian appeals there are 36 from the province of Bengal and eight appeals from the Court of Admiralty, which last-mentioned appeals are appointed to be commenced on the 1st of February.

COURT OF BANKRUPTCY.

"Solicitor's offices."

At the Court of Bankruptcy, Basinghall-street, on Thursday, a complaint of a novel character was made by a solicitor (Mr. Chidley), in reference to a notice recently painted up in one of the passages: "Solicitor's offices, No. 1." He said the notice was calculated to mislead, inasmuch as any stranger coming to the Court, and seeing the notice, might think the offices belonged to the solicitors practising in the Court, whereas in fact they were appropriated to the sole use of Mr. Aldridge, the official solicitor.

Mr. Registrar Spring-Rice, who was acting as Chief Judge, said he did not know who was responsible for the form of the notice, but he believed in some of the public offices it was usual to indicate the solicitors' department or office.

Mr. Chidley pointed out the distinction in the case of a public court where the whole body of solicitors would be at liberty to practise, and hoped that some notice would be taken of the matter.

Mr. C. V. Lewis, another solicitor who happened to be present, said only that morning he had gone to the offices in the belief that some further accommodation had been provided for those members of the profession who were in the habit of attending the Court, but he soon discovered his mistake. Clients would naturally enough go to the office with a view to find their solicitor.

The Registrar observed that, perhaps, the authorities were under the impression that the notice would apply only to the official solicitor, but it would be advisable to forward some communication to them.

The subject then dropped.

THE TREASURY AND PROSECUTION EXPENSES.

At the Worcestershire quarter sessions, on Monday, the Chairman (Mr. Amphlett, M.P.) called attention to a communication received from a committee of justices of Warwickshire with reference to the disallowance by the Lords of the Treasury of a portion of the costs of a criminal prosecutions, and moved the appointment of committee to confer with the Warwickshire committee and similar committees, if any, appointed by other counties on the subject, with power to concur with them in such legal or other proceedings as may be thought advisable to obtain redress. He said there had been considerable dissatisfaction in many counties with reference to the disallowances by the Lords of the Treasury, who had money provided them by Parliament with which to pay the expenses of criminal prosecutions. When the accounts, however, had been sent in to the Treasury large sums had been disallowed in every county in England, which sums had fallen upon the rates of the respective counties. The communication from Warwickshire stated that a committee would be appointed at the present sessions to recommend the Court to move for a mandamus against the Lords of the Treasury, and the committee were desirous of ascertaining whether the co-operation of other counties in taking that step could be obtained. In Worcestershire the sum of £891 had been disallowed; but in Warwickshire, where the cost of the prosecutions was less than in Worcestershire, the disallowances amounted to £1,800.—The Rev. J. Pearson seconded the motion; and Sir H. Lambert, Mr. Amphlett, Mr. Hemming, Mr. Martin, and Mr. Hastings were appointed a committee to confer with the committies of other counties.

The Recorder of Exeter (Mr. H. C. Lopes, Q.C., M.P.) in his charge to the Grand Jury on Monday, spoke at length upon this subject. Some years since, he said, the Legislature enacted that all costs incurred in such prosecutions should be paid by the Treasury. The mode of proceeding had been this:—The bill of costs was always presented for taxation to the competent officer of the Court—at assizes to the clerk of assizes, and at county and borough quarter sessions to the clerk of the peace. If any difficulty arose the taxing officer always had the opportuuity of consulting the presiding judge, who had the power of allowing or disallowing any item in a bill of costs. The bill, having thus been taxed by the competent officer of the Court, was presented to the county and borough treasurer, who paid the amount, and should in due course be recouped by the Treasury. But for a long time past the practice of the Treasury had been this:—After these bills had been carefully taxed according to the scale laid down by the Treasury itself, and the money had been paid by the county or borough treasurer, a subordinate officer in the Treasury had been in the habit of reviewing or re-taxing the bills, and striking off items according to his will or caprice. The effect of that had been that the sums were disallowed by the Treasury, and had to be paid out of the county or borough rates. So that, in point of fact, a subordinate in the Treasury had arrogated to himself the power of reviewing costs that had been taxed by the proper officer of the court on the Treasury scale—he had, in fact, assumed a power which Parliament alone possessed, the power to tax the ratepayers of the country; because to the extent to which he disallowed these costs he was in reality taxing the ratepayers. He need hardly say that this was a most undesirable and improper state of things. He used those terms with considerable confidence, because the question had been brought before the Lord Chief Justice within the last few weeks, and he had used these words:—"It seems to me that the acts of parties who act under the authority of Acts of Parliament are set aside by persons who have no authority at all to interfere in the matter. It really appears to me to be a very serious matter." After such expressions as these from the Cnief Justice of England it was quite unnecessary for him to use any words describing his opinion of the proceedings of the Treasury. He had hoped that the matter would be dealt with very shortly.

The Devonshire magistrates, in quarter sessions yesterday, appointed a committee to act with the view of recovering the disallowed prosecution expenses. The disallowances were generally condemned.—*Daily Paper.*

CLOSING OF THE BIRMINGHAM DISTRICT COURT OF BANKKUPTCY.

The Birmingham District Court of Bankruptcy, superseded by the County Court, under the provisions of the Bankruptcy Act of 1869, was finally closed on Saturday last. For the last two years all the new business has been disposed of by the County Court, the officials of the old Court having been engaged in disposing of such business as remained unsettled at the time of the transfer. When the new Bankruptcy Act came into operation on the 1st of January, 1870, about one thousand estates remained open in the Birmingham division of the Birmingham District Court of Bankruptcy. All of these have now been wound up with the exception of about seventy cases, which, by order of the Lord Chancellor, have recently been transferred to the Birmingham County Court. Litigation in other Courts, delays necessarily incident to the realisation of property, and the outstanding reversionary interests, rendered it impossible to wind-up in the Court of Bankruptcy the small number of cases so transferred. In the Nottingham division of the Court, upwards of 500 estates were wound up in the Bankruptcy Court before the residue of the business was transferred to the Nottingham County Court. The great amount of work consequent upon the closing of the Court renders it impossible to give a more detailed statement of the business wound up.

In 1870, the first year of the County Court jurisdiction, 41 petitions in bankruptcy, and 171 petitions for liquadation by arrangement were filed; and in 1871 there were 42 bankruptcy and 278 liquidation petitions respectively. While the number of bankruptcies have undoubtedly diminished considerably since the Act of 1869 came into operation, there is every reason to believe that the amount of the dividends paid by the bankrupt estates in the district included in the County Court jurisdiction, have been proportionately larger than formerly.—*Birmingham Daily Post.*

SPECIAL JURORS.—It seems that a large volume has just been presented by the Clerk of the Peace of Middlesex to the office of the Under Sheriffs, containing the names of persons qualified as special and common jurors. It is the first book made under the Act of 1870 in its present shape, and (say the daily papers) presents a strange appearance as to the "special jurors." In the lists now prepared by the overseers of the several parishes in Middlesex and sent to the Clerk of the Peace there are numerous tradesmen returned as "special jurors," and in many cases the assessments amount to about £50 and £60 a year. There are licensed victuallers, butchers, builders, and other trades, in the list, and tradesmen will now appear in the list as "special jurors" by the side of esquires, bankers and merchants.

THE JERSEY JUDGES AND THEIR DINNERS.

The *Times* has given the following account of a remarkable incident in this very (so far as legal matters are concerned) remarkable island:—"Final judgment was given on Saturday—so far, at least, as the Jersey tribunal is concerned—in the long-pending dispute between the Jersey Judges and the Lords of her Majesty's Treasury relative to the payment of an hotel bill amounting to £95 11s. for dinners supplied to the Judges of the Royal Court on the occasion of the opening of the *assize d'heritage* during the last six years. The 12 Judges who adjudicated on the case were the very persons who had ordered the dinners to be provided, and had partaken of them. The plaintiff was Mrs. Mary Chase, landlady of the Royal Yacht Club Hotel, and the defendants were nominally Her Majesty's Attorney-General for Jersey (Mr. Robert Pipon Marett), Her Majesty's Receiver (Mr. Peter John Simon), and the Viscount or Sheriff (Colonel John Le Couteur, Q.A.D.C.), the actual defendants being the Lords of her Majesty's Treasury. When the case was pleaded before the Court the point at issue was whether the Crown was entitled to pay for the dinners or not. It appeared that it had been the custom for the payment to be made by the Queen's Receiver out of the revenues arising from the Crown Property in the island. Six years ago, however, the Treasury issued an order that these revenues were no longer to be thus applied. At each successive opening of the *assize d'heritage* the judges expressed their dissatisfaction with the order thus made, and decided that, as the grant of the dinners was a right due to them, they should be provided as heretofore. The Viscount was, therefore, instructed to prepare the dinners as usual, and he was compelled, under penalty of imprisonment, to obey the orders of the Court. The bills were afterwards sent in to the Queen's Receiver, who refused to pay, and after the account had run up to the amount mentioned, and no settlement could be obtained, this action was brought. It was objected by the defendants that the Crown was not legally liable to provide the dinners, and that, though it had been the practice to do so for a long period, this was merely an act of courtesy, which could be withdrawn at any time. On the other hand, it was maintained that the custom was a right that the Crown owed to the judges, the seigneurs, and the *franc tenants* for the services these officials rendered in the discharge of their respective duties. The oldest record extant relating to the dinners was an entry in the books of the Royal Court bearing date July 27, 1661, during the reign of Charles II., from which it appeared that there had been some dispute at that time relative to the dinners, no particulars of which, however, are to be obtained. The Court on that occasion decided, the Lieutenant-Governor of the island being present and consenting, that 'the dinners should be continued as heretofore,' the Lieutenant-Governor 'knowing no reason to the contrary.' This was relied upon by the plaintiff as proof that the Crown owed the dinners to the Judges as a right and not as a mere acknowledgment. On the 16th ult. the Court overruled the plea of the defendants, and held that the Treasury was liable for the payment. On Saturday judgment was given for the plaintiff, with costs, but without the interest charged on the account. The Viscount was released from the action on the plea of the Solicitor-General (Mr. G. H. Borman) that he had merely obeyed the orders of the Court in giving instructions for the dinners. An appeal to Her Majesty in Council was entered by the Attorney-General."

An Iowa court has decided that a woman can sue her husband for money borrowed of her.

In the Supreme Court Circuit, held by Judge Tappen, last month in Rockland county, N. Y., a novel petition was presented to the court. A jury went out to determine upon a verdict. After being detained nearly a whole day without coming to an agreement, they were at last discharged by the court. Subsequently the following, signed by ten members of the jury, was presented to the court: "We, the jurors in the above trial, hereby petition this honourable court to order the name of——out of the jury box for the following reasons: In our opinion he is the most stubborn and contrary man that the Almighty ever made, and is not fit to sit as a juror in any case. He was never known to agree to any question of law with either judge or juror."—*Legal Opinion* (Harrisburg, U.S.).

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 5, 1872.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92¾ x d	Annuities, April, '85
Ditto for Account, Feb., 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¾	Ex. Bills, £1000, — per Ct. 4 p m
New 3 per Cent., 92¾	Ditto, £500, Do — 4 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 4 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 241
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 97½
Ditto for Account	Ditto, 5½ per Cent., May, '72 108½
Ditto 5 per Cent., July, '80 111¼	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do. 5 per Cent., Aug. '73 103¾
Ditto 4 per Cent., Oct. '88 105¾	Do. Bonds, 4 per Ct., £1000 22 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £100b, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 96½	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	107
Stock	Caledonian	100	123
Stock	Glasgow and South-Western	100	127
Stock	Great Eastern Ordinary Stock	100	52
Stock	Great Northern	100	144
Stock	Do., A Stock*	100	171½
Stock	Great Southern and Western of Ireland	100	108
Stock	Great Western—Original	100	117½
Stock	Lancashire and Yorkshire	100	164½
Stock	London, Brighton, and South Coast	100	76¼
Stock	London, Chatham, and Dover	100	27
Stock	London and North-Western	100	158
Stock	London and South-Western	100	116
Stock	Manchester, Sheffield, and Lincoln	100	79½
Stock	Metropolitan	100	69½
Stock	Midland	100	149½
Stock	Do., Birmingham and Derby	100	113
Stock	North British	100	60½
Stock	North London	100	127
Stock	North Staffordshire	100	81
Stock	South Devon	100	74
Stock	South-Eastern	100	104
Stock	Taff Vale	100	162

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The remarkable rise in the price of some railway stocks, which has taken place within the last two and three years, has lately been carried a stage further. For instance, the quotations of the Great Western and London and South Western lines have been on the point of touching the figure of 120. During the past week high prices have tempted forth realisations in this and other markets, and a slight reaction has been the consequence. There appears, however, prospect of a coming plethora in the money market.

Applications are invited for 4,400 shares of £5 each in the Central Van Lead Mining Company (Limited), capital of £50,000, in 10,000 shares of £5 each. The prospectus states that the company is formed for the purpose of acquiring and working two valuable mineral properties extending over an area of about sixty acres, advantageously situated within two hundred yards of the Garth Road Railway Station, in the parish of Llanidloes, Montgomeryshire, and adjoining the celebrated "Van" and "East Van" mines. An agreement has been entered into, under which the leases of these properties for a term of twenty-one years, are to be acquired in consideration of an allotment of 5,600 fully paid-up shares, and a payment of £10,000. The agreement, dated the 17th day of November, 1871, is made between John Walter Davies, George Copland, and George Underwood, of the one part, and John Adams, on behalf of the Company, of the other part. Since this agreement was made, one of the vendors has applied for 400 additional shares instead of cash, thus reducing the amount to be paid in cash from £10,000 to £8,000.

The prospectus has been issued of the Rosario and Cordova Water Works Company, Limited, incorporated under the Limited Liability Acts 1862 and 1867, with a capital of £225,000, divided into 22,500 shares of £10 each. The company has been formed for the purpose of supplying water to the important cities of Rosario and Cordova, in the Argentine Republic, under concessions specially granted for that purpose. The concession for the city of Rosario is

granted under the authority of an Act of the Legislature of the province of Santa Fé (in which province Rosario is situated) by the Government of Santa Fé to the concessionaire, Alberto Labastie, by which the exclusive privilege for the term of twenty years, as from the date of the contract, the 4th of July, 1871, is given for the establishment of water works, and supply of water to the city of Rosario, the time fixed for the completion of the works being two years from the above date. The city of Rosario is situated on the river Parana, and contains a population of about 30,000 inhabitants, and is the terminus of the Central Argentine Railway, which unites it with the city of Cordova, and the interior provinces of the Argentine Republic. The port of the city, on the Parana, is one of the finest in the country, and ocean-going ships can discharge their cargoes at the quays at a fraction of cost, as compared with Buenos Ayres. Rosario is the great entrepôt for all the produce of the interior, as well as for general merchandize intended for the Western and Northern Provinces of the Republic. The city of Cordova, the capital of the province of that name, situated on the river Primero, contains a population of about 38,000 inhabitants, and forms one of the termini of the Central Argentine Railway, which connects it with the city of Rosario.

The Madras Irrigation and Canal Company invite subscriptions for £800,000 additional capital in £10 shares, for the construction of reservoirs, steam and other vessels, landing-stages, and the making of a short railway to connect the canal with the Madras Railway near to Cuddapah, so as to give, by arrangement with the latter company, a continuous line of transport to the important presidential town and port of Madras. In accordance with the Act of incorporation, interest at 5 per cent. will be paid half-yearly upon each instalment until the realisation of profits equal to that percentage. Payments in advance of calls will be received, and will bear a like interest. All interest so payable, and also upon the capital already issued, will (if so desired) be retained on account of unpaid calls.

Dividend warrants, for the usual interim dividend, at the rate of 5 per cent. per annum, payable on the 1st January, have been issued by the St. James's Hotel Company.

To call a North Carolina judge "a poverty stricken wretch," involves a suit of 20,000 dols.

A puisne judgeship in the Supreme Court of the Island of Jamaica has become vacant by the death of the Hon. Mr Justice Cargill. The office is worth £1,200 per annum, and is in the gift of the Secretary of State for the Colonies.

THE ATTORNEY-GENERAL AND SOLICITOR-GENERAL.—The *Daily News* makes the following statement as to the remuneration of the Attorney-General and the Solicitor-General:—We understand that a new arrangement has been made by a Treasury minute, dated December 17, for the remuneration of the law officers of the Crown. It is said that when Mr. Jessel accepted the post of Solicitor-General it was intimated to him that he would no longer share with the Attorney-General the large emoluments in connection with the Patent Office fees. Mr. Jessel and his successors are, if we are correctly informed, to receive for the performance of all their official duties which are non-contentious, a salary of £6,000 per annum. As regards the contentious duties of his office, and as regards his official attendance in the House of Lords, no briefs are to be delivered and no fees to be paid to the Solicitor-General, unless he is expected to perform actual service, and for such service actually rendered he shall receive the ordinary professional fees. By the new arrangements, if they are correctly described to us, all future holders of the office of Attorney-General are to receive salary at the rate of £7,000 per annum, and all complimentary briefs and payments for services not intended to be given are to be abolished. The present Attorney-General is especially exempted from this new rule, which did not exist when he accepted office as Solicitor-General, and cannot properly be applied to him *ex post facto*.

INTERNATIONAL COPYRIGHT.—The *Albany Law Journal* has the following:—"The English newspapers have lately given much space to a discussion of the international copyright question. There is, to be sure, a great deal to be said upon both sides, and the advocates of the respective sides appear to have endeavoured to say it. The whole trouble in the matter is this: If a book worth publishing appears in England, American publishers immediately reproduce it, and sell it at a rate far below what the original publisher can afford. The publisher on this side has two advantages: First, he has no royalty to pay, and, second, he knows whether the work will sell or not from the reception it has met abroad. Of course the English publishers have the same chances as to American productions, but the balance of literary trade being at the present time in favour of Great Britain, the distribution of advantages is somewhat unequal. Then, again, there are more customers for books here than abroad; the difference being so great that in more than one instance publications which afforded no profit whatever to those who first issued them, have proved eminently successful in this country. It is said that the law advocated in England is wholly in the interest of publishers, and would be of no benefit to authors. If this be so it certainly will not be favoured here. We are confident, however, that legislation, designed to accomplish all that copyright legislation ought ever to accomplish, namely, the protection of authors, will meet among our people very little opposition.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

NEWBON—On Jan. 1, at 175, Finborough-road, West Brompton, S.W., the wife of Joseph Newbon, Esq., Doctors'-commons, of a son.

MARRIAGES.

BEGG—FOX—On Jan. 2, at St. Augustine's, Highbury Newpark, David Gray Begg, Esq., of Lincoln's-inn, barrister-at-law, to Henrietta, daughter of the late John Elliott Fox, Esq., of Finsbury-circus, and Dartmouth, Devon.

BROWNE—BAGLEY—On Dec. 28, at Holy Trinity Church, Paddington, William Edward Nicolson Browne, Esq., barrister-at-law, to Catherine, eldest daughter of William Bagley, Esq., of 28, Westbourne-square.

LOOSEMORE—MILES—On Dec 13, at the parish church, Halwell, Robert Francis Loosemore, of Tiverton, Devon, solicitor, to Mary Ann, younger daughter of the late Thomas Miles, Esq., of Stanborough House, Halwell.

SHEPHERD—PARSONS—On Dec. 21, at St. George's, Hanover-square, Francis Waller-Shepherd, B.A., Oxon., of the Inner Temple, Esq., barrister-at-law, to Anna, second daughter of William Parsons, of The Lodge, Seaforde, county Down, Ireland, Esq., J.P.

DEATHS.

BRADY—On Dec. 29, at 59, Burlington-road, Bayswater, London, Sir Francis Brady, Knt., late Chief Justice of Newfoundland, aged 62 years.

CARGILL—On Nov. 27, near Kingston, Jamaica, W.I., the Hon. Mr. Justice Cargill, one of Her Majesty's Judges for the Supreme Court at that Island, aged 65.

COOKE—On Dec. 21, at Whittlebury, in the county of Northampton, John Malsbury Cooke, Esq., for many years practising as a solicitor at Towcester.

EDEN—On Dec. 29, at Fulwood Park, near Liverpool, John Eden, solicitor, aged 66 years.

THORNE—On Dec. 23, at Haughton, near Shifnal, Shropshire, William Thorne, Esq., solicitor, Wolverhampton, aged 67 years.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Dec 29, 1871.

Kent, Fredk, & Herbert Edwd Stenning, Cannon-st, Solicitors. Dec 6

TUESDAY, Jan. 2, 1872.

Avison, Thos, Fras Cecil Boult, & Arthur Maples, Lpool, Attorneys and Solicitors Dec 30

Eady, Geo Jas, & Fredk Shepherd Champion, Gt Winchester-st-bldgs, Attorneys and Solicitors. Jan 1

Gribble, John Chas, & Chas Fras Hockin, Barnstaple, Devon, Attorneys and Solicitors. Dec 26

Hyde, Thos Garmston, & Geo Clarke, Worcester, Attorneys-at-Law, &c. Dec 30

Winding up of Joint Stock Companies.

FRIDAY, Dec. 29, 1871.

LIMITED IN CHANCERY.

Buckley Colliery Company (Limited).—Petition for winding up, presented Dec 16, directed to be heard before Vice Chancellor Malins on the first petition day in January. Rae, Chancery-lane; agent for Allen, Mold, solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY Dec. 29, 1871.

Fry, Thos, Dane's-inn, Strand, Solicitor. Jan 15. South v Fry, V.C. Malins. Rogers, Dane's-inn, Strand
Gentel, Wm, Lincoln, Malster. Jan 18. Gentel v Gentel, V.C. Wickens. Dale, Lincoln
Hudson, Benj Jas, Gt Peter-st, Westminster. Jan 20. Hudson v Hudson, V.C. Malins. Gard, jun, Gresham-bldgs, Basinghall-st
Willats, Hy, Exminster, Devon, Retired Surgeon. Jan 20. Willats v Hooper, V.C. Malins.

TUESDAY, Jan. 2, 1872.

Cochrane, Wm Montague, Lieut. 29th Reg. March 22. Moyse v Ward, V.C. Wickens. Ward & Co, Gray's-inn-sq
Mangin, Warren Geo, Hanwell, Middlesex, Esq. Jan 26. Mangin v Mangin, M.R. Domville & Co, New-sq, Lincoln's-inn

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 29, 1871.

Brown, Robt Alfred, Queen's-rd, West Chelsea, Licensed Victualler. Feb 1. Lewis & Watson, Gracechurch-st
Calkin, Joseph, Hoar Lake, Salop, Yeoman. Jan 31. Heane, Newport
Case, Rev Thos, Buckland Newton, Dorset. Jan 15. Rawlins, Wimborne
Cooke, Leonard, Richmond, York, Esq. Feb 10. Hunton, Richmond
Davies, John, Hereford, Gent. Dec 30. Farmer, Hereford
Farmer, Hy Grimes, Firbeck, York, Farmer. Feb 21. Bird & Hayes, Gainsborough
Findlay, John, Lpool, Snipwright. Feb 1. Forshaw & Hawkins, Lpool
Ford, John, Southampton, Gent. Feb 1. Rawlins, Wimborne
Gater, Caleb Hammond, South Stoneham, Hants, Esq. March 25. Warner, Winchester
Guy, Charlotte, Brighton, Sussex. Jan 30. Johnson & Raper, Chichester
Hendry, Agnes Mary, Buckland, Portsea, Hants, Spinster. Jan 25. Pearce & Marshall, Portsea
Hollingdale, Louisa, Brighton, Widow. Jan 30. Johnson & Raper, Chichester
Hollingnale, Wm, Northmundham, Sussex, Esq. Jan 30. Johnson & Raper, Chichester
Horsfield, Geo, Bridlington Quay, York, Feb 1. Burdekin & Co, Sheffield
Mackinlay, Maria, Bath, Widow. March 1. Dobree, Lincoln's inn-fields
Martin, Thos, Wimborne St Giles, Dorset, Gent. Feb 1. Rawlins, Wimborne
Merrett, John, Stanley-rd, Darnley-road, Hackney, Chemist. Jan 20. Chipperfield & Sturt, Trinity-st, Southwark
O'Donnell, Jas, Albert-ter, London-rd, Southwark, Surgeon. Jan 20. Chipperfield & Sturt, Trinity-rd, Southwark
Padget, Wm, Wakefield, York, Yeoman. Feb 1. Harrison & Smith, Wakefield
Proce, Jas, Kent-st, Borough, Licensed Victualler. Jan 20. Chipperfield & Sturt, Trinity-st, Southwark
Roberts, Wm, Gloucester, Merchant. March 1. Taynton, Gloucester
Stanton, Benj, Little Houghton, Northampton, Baker. Feb 15. Britten & Browne, Northampton

TUESDAY, Jan. 2, 1871.

Barry, Robt, Fylingdales, York, Esq. March 1. Mcdonald & Brodrick, Salisbury
Bebbington, Tuos, Lpool, Chemist. Jan 31. Churton, Chester
Beckton, Thos, Manch, Machinist. Feb 10. Charlewood & Co, Manch
Braithwaite, Abraham, Bootham, York, Gent. Jan 25. Russell, York
Campleman, Sarah, Kingston-upon-Hull, Spinster. March 1. Wilson, Hull
Carr, Robt, Moral Hirst, Northumberland, Yeoman. Feb 1. Woodman, Morpeth
Clark, Bridget, Kirkdale, nr Lpool, Widow. Feb 1. Bradley & Steniforth, Lpool
Cowling, Joseph, Sheffield, Potatoe Merchant. Feb 14. Branson & Son, Sheffield
Dash, Harry, Brighton, Sussex, Tobacconist. Feb 21. Wood & Dempster, Brighton
East, Dame Emma Jane Lucretia Gilbert, Nice, France, Widow. Feb 29. Williams & James, Lincoln's-inn-fields
Forster, Percival Wm, Durham. Jan 31. Forster
Giles, Geo Wm, Gt Yarmouth, Norfolk, Fish Salesman. Jan 31. Chamberlin, Gt Yarmouth
Glynn, Edwd, Newcastle-upon-Tyne, Attorney-at-law. Jan 31. Laws & Glynn, Newcastle-upon-Tyne
Green, Ralph, Crawcrook, Durham, Farmer. March 1. Hoyle & Co, Newcastle-upon-Tyne
Hammond, Saml, Wordsley, Stafford, Engineer. Feb 23. Freer & Perry, Stourbridge
Hampson, Martha, Much Wolton, nr Lpool, Spinster. Feb 1. Bradley & Steinforth, Lpool
Handford, Edwd, Lpool, Licensed Victualler. Feb 1. Snowball & Copeman, Lpool
Leighton, Jas Bracken, Shap, Westmoreland, Farmer. March 25. Harrison & Little
Lingard, Geo, Birm, Die Sinker. Jan 31. Hillearys & Tunstall, Fenchurch-bldgs
Lingard, Wm, Oughtibridge, York, Farmer. Jan 9. Parker & Son, Sheffield
Pitt, Saml, Elstree, Herts, Esq. March 1. Young & Co, St Mildred's-ct, Poultry
Tayler, Thos, Laurence Pountney-hill, Attorney. Jan 31. Wilson, Laurence Pountney-hill
Tuke, John, Doncaster, York, Plumber. Feb 16. Robinson & Sons, Blackburn
Welchman, Wm, Ditcheat, Somerset, Gent. Feb 1. Dyne, Bruton
Woodman, Chas, Little Marlow, Bucks. Feb 5. Clarke, High Wycombe

Bankrupts.

FRIDAY, Dec. 29, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Yate, Rowland, Clarges-st, Mayfair, Clerk. Pet Dec 27. Brougham. Jan 12 at 11

To Surrender in the Country.

Barrett, Geo. Kingston-upon-Hull, Joiner. Pet Dec 27. Phillips. Kingston-upon-Hull, Jan 10 at 12
Johnson, Wm, Matlock Bridge, Derby, Ironmonger. Pet Dec 27. Weller. Derby, Jan 18 at 12
Simpson, Joseph, Birm, Coal Merchant. Pet Dec 19. Chauntler. Birm, Jan 22 at 2

TUESDAY, Jan. 2, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Smith, Wm Hy, Fountain-stairs, Bermondsey Wall, Rope Maker. Pet Dec 28. Spring-Rice. Jan 18 at 2

To Surrender in the Country.

Atwood, Fredk, Brighton, Sussex, Boot Machinist. Pet Dec 28. Eversbed. Brighton, Jan 16 at 11
Day, Wm, Nottingham, Lace Maker. Pet Dec 28. Patchitt. Nottingham, Jan 16 at 12
Hipkins, John, Princes End, Stafford, Ironfounder. Pet Dec 28. Walker. Dudley, Jan 19 at 12
Keegan, Jas, Stockport, Cheshire, Tailor. Pet Dec 28. Hyde. Stockport, Jan 13 at 11
Mackinnon, John Pryce, Ryde, I of W. Pet Dec 27. Blake. Newport, Jan 20 at 11
Moffatt, Thos, Manch, Comm Agent. Pet Dec 28. Kay. Manch, Jan 17 at 9.30
Robbins, Thomas, Birm, Leather Merchant. Pet Dec 29. Chauntler. Birm, Jan 16 at 11
Silcock, Fras Chas, Cheltenham, Auctioneer. Pet Dec 28. Gale. Cheltenham, Jan 15 at 11
Wright, Herbert, Birm, Attorney-at-Law. Pet Dec 19. Chauntler. Birm, Jan 15 at 2

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 29, 1871.

A Beckett, Arthur Wm, Warwick-st, Regent-st, Journalist. Jan 17 at 2 at office of Brown, Westminster-chambers, Victoria-st. Lewin
Allen, Wm, & Thos Allen, Ryde, Isle of Wight, Grocers. Jan 8 at 3, at St John's-rd, Ryde. Urry, Ventnor
Allen, Wm Alf, Heaton Norris, Lancashire, Oil Merchant. Jan 9 at 3, at offices of Reddish & Lake, Gt Underbank, Stockport
Baker, Wm Hy, Birm, Provision Dealer. Jan 6 at 11, at office of Butt, Waterloo-st, Birm
Beedell, Geo, Mall-rd, Hammersmith, Assistant. Jan 5 at 1, at 12, Hatton-garden. Marshall, Lincoln's-inn-fields
Beswetherick, Cephas Robins, Yeovil, Somerset, Printer. Jan 10 at 12, at the Guildhall Tavern, King-st, London. Watts, Yeovil
Bird, Joseph, Birm, Butcher. Jan 5 at 12, at offices of Pole, Bennett's-hill, Birm
Blunt, Chas, Turries, Whittlesey, Cambridge, Farmer. Jan 8 at 1, at the George and Star Inn, Market-place, Whittlesey. Weldor
Chater, Jas, Sunderland, Journeyman Cabinet Maker. Jan 12 at 3, at offices of Fairclough, Norfolk-st, Sunderland
Colling, Thos, Sunderland, Durham, Master Mariner. Jan 15 at 12, at offices of Dixon, High-st West, Sunderland
Cumbers, Chas Alf, Romford, Essex, Cowkeeper. Jan 5 at 12, at offices Preston, Mark-lane
Davies, Richd, Flint, Bootmaker. Jan 12 at 1.30, at the Ermine Hotel, Chester. Jones
Daw, Joseph, Tavistock, Devon, Grocer. Jan 16 at 11, at office of Conway & Almond, George-st, Plymouth. Greenway & Adams, Plymouth
Dixon, John, Accrington, Lancashire, Grocer. Jan 11 at 3, at the Commercial Inn, Accrington. Hall, Accrington
Downing, Wm (known as Robt Barker), Elm Tree-rd, St John's Wood, no occupation. Jan 15 at 3, at offices of Yorke, Marylebone-rd
Ellison, Thos, Wigan, Lancashire, Provision Dealer. Jan 11 at 3, at office of Leigh & Ellis, Commercial-yd, Wigan
Feakins, John Richd, Margate, Kent, out of business. Jan 15 at 11, at 9, Church-field-pl, Margate. Gibson
Feltham, Hy Thos, Cockmill, Somerset, Dairy Farmer. Jan 11 at 12, at office of Hobbs, Wells
Grace, Chas, Sutton Scotney, Hants, Builder. Jan 9 at 11, at office of Godwin, St Thomas'-st, Winchester
Heath, Wm, Edwin, Camden-rd, Camden Town, Gas Engineer. Jan 6 at 11, at offices of Maniere, Gt James-st, Bedford-row
Holland, Arthur Hy, Savage-gdns, Gent. Jan 8 at 12, at offices of Carter & Bell, Leadenhall-st
Hughes, Michael, Middlesborough, York, Foreman Plasterer. Jan 5 at 3, at office of Pybus, Zetland-rd, Middlesborough. Dobson, Gosford-st
Ingram, Saml, Wolverhampton, Stafford, Corn Factor. Jan 11 at 12, at offices of Griffin, Bennett's-hill, Birm
Kirkpatrick, Robt, North Ormesby, nr Middlesborough, York, Innkeeper. Jan 4 at 11, at offices of Dobson, Gosford-st, Middlesborough
Moses, Meyer, Houndsditch, Foreign Fancy Warehouseman. Jan 22 at 2, at offices of Ladbury & Co, Cheapside. Lewis & Lewis, Ely-pl, Holborn
Nash, Thos Russ, Leigh-st, Burton-crescent, Builder. Jan 8 at 1, at offices of Norris, Acton-st, Gray's-inn-rd
Nicholson, Chas, Gt Grimsby, Lincoln, Fancy Goods Dealer. Jan 8 at 3, at offices of Summers, Manor-st, Kingston-upon-Hull
Page, Wm Sutton, Norwich, Attorney-at-Law. Jan 8 at the Maid's Head Hotel, Wensum-st, Norwich
Payne, Wm, Nursling, Hants, Lieut-Col. Jan 12 at 2, at offices of Edmonds & Co, High-st, Southampton

Price, Jas, Parson's Mead, Croydon, Builder. Jan 11 at 3, at the Swan and Sugar Loaf, South End, Croydon. Parry, Bush-lane

Redman, Wm Edmond, Sandford Hill, Longton, Stafford, Joiner. Jan 18 at 2, at the Copeland Arms Hotel, Stoke-upon-Trent. Welch, Longton

Russell, Hy Wm, High-rd, Tottenham, Pawnbroker. Jan 10 at 1, at office of Thomson & Edwards, Doughty-st, Mecklenburgh-sq

Sexton, John Geo, Middlesborough, York, Cabinet Maker. Jan 5 at 1, at offices of Dobson, Gosford-st, Middlesborough

Smith, Wm Hy. jun, Preston, Lancashire, Hat Merchant. Jan 8 at 12, at offices of Turner & Son, Fox-st, Preston

Spencer, Jas, & Geo Haigh, Burnley, Lancashire, Builders. Jan 16 at 3, at office of Nowell, Manchester-rd, Burnley

Spooner, Robt, Watlington, Norfolk, Grocer. Jan 8 at 12, at the Bank Room, Athenæum, King's Lynn

Stead, Richd, Wortley, nr Leeds, Builder. Jan 12 at 12, at offices of Booth & Co, East-parade, Leeds

Willday, Edwd, New Town, Worcester, Farmer. Jan 8 at 11, at office of Pitt, High-st, Worcester

Williams, Danl, Carnavon, Glamorganshire, Grocer. Jan 10 at 3, at office of Tennant, Aberavon

Willis, Wm Walter, Bath, Somerset, Mason. Jan 10 at 12, at offices of Essery, Guildhall, Broad-st, Bristol

Zerban, Andrew, Nottingham, Lace Merchant. Jan 10 at 12, at office of Richards, Weekday Cross, Nottingham

TUESDAY, Jan. 2, 1872.

Ackroyd, Eliz Bell, Sunderland, Durham, Confectioner. Jan 15 at 11, at offices of Skinner, John-st, Sunderland

Barns, John Richards, Richmond, Surrey, Builder. Jan 18 at 3, at offices of Webb, Austin-friars

Barton, Edwd, Wigan, Lancashire, Moulder. Jan 17 at 10, at office of Ashton, King-st, Wigan

Berry, John, Old Bell Inn-yd, Warwick-lane, Cornfactor. Jan 15 at 12, at offices of Hare, John-st, Bedford-row. Wade, Hitchin

Bowman, Hy, Manch, Tanner. Jan 22 at 3, at the Royal Hotel, Mosley-st, Manch. Sale & Co, Manch

Brewer, Thos. Honiton, Devon, Innkeeper. Jan 13 at 11, at the Queen's Hotel, Queen-s t, Exeter. Fryer

Brooker, Thos, Croydon, Cattle Salesman. Jan 22 at 12, at Temple-chambers, Falcon-ct, Fleet-st. Yetts, Temple-chambers, Fleet-st

Browning, Saml Wm, Wolverhampton, Stafford. Licensed Victualler. Jan 13 at 2, at offices of Barrow, Queen-st, Wolverhampton

Budge, Chas Jas, Bristol, Comm Agent. Jan 17 at 2, at offices of Parsons, Nicholas-st, Bristol. Beckingham, Bristol

Cash, John, Birsby, Lincoln, Farmer. Jan 16 at 12, at offices of Mason, Alford

Coester, Chas, Colwyn, Denbigh, Contractor. Jan 13 at 11, at office of Simon & George, Clwyd-st, Rhyl

Cook, Gabriel, Ledbury-road, Notting-hill, Carver. Jan 18 at 2, at office of Bassett, Gt James-st, Bedford-row

Cooper, Wm Jas, Newcastle-upon-Tyne, Cart Proprietor. Jan 11 at 11, at office of Harle, Newcastle-upon-Tyne

Crook, Geo Bater, Shaldon, Devon, Gardener. Jan 16 at 11, at the Queen's Hotel, Exeter. Fryer

Davies, John, Obelisk-yard, Waterloo-road, Livery-stable Keeper. Jan 11 at 2, at 3, Barnard's-inn, Holborn. Roberts, Westminster

Davies, Richd, Cardiff, Glamorgan, Innkeeper. Jan 15 at 11, at offices of Griffith, Quay-st, Cardiff

Dunkerly, Saml, Swansea, Glamorgan, Bootmaker. Jan 18 at 12, at offices of Beor & Kennard Bill, Longland-pl, Swansea

Enser, Benj Cutts, Birm, Beer Retailer. Jan 13 at 11, at offices of Harrison, New Hall-st, Birm

Franklin, Wm, Northampton, Tobacconist. Jan 17 at 12, at offices of Jeffery & Son, Newland, Northampton

Frost, Wm, Birm, Bootmaker. Jan 12 at 12, at offices of Lomas & Co, Cannon-st, Birm. Griffin, Birm

Garrett, Aaron, Rockland St. Mary, Norfolk, Farmer. Jan 15 at 11, at office of Stanley, Bank-plain, Norwich

Guy, Jas, Newport, Isle of Wight, Wheelwright. Jan 20 at 11, at Warburton's Hotel, Quay-st, Newport. Urry, Ventnor

Habgood, Wm, Wolverhampton, Stafford, Comm Agent. Jan 20 at 11, at offices of Barrow, Queen-st, Wolverhampton

Harman, Jas, Bath, General Dealer. Jan 13 at 1, at the Castle and Bell Hotel, Bath. Moger, Bath

Hartland, Jas, Gt Malvern, Worcester, Tea Dealer. Jan 12 at 3, at office of Beale, Worcester-chambers, Worcester

Hinton, Edward, Church-st, Marylebone, House Decorator. Jan 17 at 2, at office of Birchall, Southampton-bldgs, Chancery-lane. Harrison Furnival's-inn

Hollingsworth, John Billings, St. Mark's-crescent, Notting-hill, out of business. Jan 9 at 3, at the Guildhall Coffee-house, Gresham-st. Chiddey

Hooper, Thos, Kinsdown, Kent, Clerk in Holy Orders. Jan 20 at 2, at offices of Apps, South-square, Gray's-inn

Hull, Thos, Hereford, Cabinetmaker. Jan 15 at 11, at office of Garrold, Palace-yard, Hereford

Hurdley, Richd, Luton, Bedford, Draper. Jan 16 at 11, at 145, Cheapside. Shepherd, Luton

James, Henry Oswald, Stourbridge, Worcester, Accountant. Jan 15 at 3, at offices of Corbet, Avenue House, Worcester

Jamieson, John, Manch, Brewer. Jan 12 at 3, at office of Fox, Ann's-st, Manch

Johnson, Thos Joseph, Birm, Brick Merchant. Jan 9 at 3, at offices of Rowlands, Ann's-st, Birm

Johnson, Wm Fredk. Pendleton, nr Manch, Comm Agent. Jan 18 at 3, at offices of Ellithorne, Brazennose-st, Manch

Jones, Isaac, Bristol, Licensed Victualler. Jan 11 at 12, at offices of Benson & Ellerton, Broad-st, Bristol

Jones, Thos Jacob, Newport, Monmouth, Accountant. Jan 15 at 2, at offices of Lloyd, Bank-chambers, Newport

Kennedy, Jas, Downham-terrace, Meyrick-road, Battersea, Builder. Jan 24 at 2, at office of Jones, Love-lane, Wandsworth

Knowles, Edmd, Manch, Watchmaker. Jan 11 at 3, at office of Sutton & Elliott, Brown-st, Manch

Lane, Geo Hy, Lock, Stafford, Butcher. Jan 16 at 11, at the Bull's Head Hotel, Market-pl, Macclesfield. Cooper, Congleton

Leeton, Hy, Market Rasen, Lincoln, Printer. Jan 13 at 11, at offices of Page & Padley, Market Rasen

Makinson, John, Manch, Looking Glass Manufacturer. Jan 18 at 3, at offices of Heath & Sons, Swan-st, Manch

Mattey, John, Sedgley, Stafford, Grocer. Jan 16 at 11, at offices of Stokes, Priory-st, Dudley

Millard, Geo, Netherton, Worcester, Engineer. Jan 15 at 3, at office of Warmington, Castle-st, Dudley

Olyroyd, Alf Gomersal, & Chas Bocock, Huddersfield, York, Wholesale Grocers. Jan 15 at 3, at the Swan Hotel, Huddersfield. Ibberson, Dewsbury

Peers, John, Tranmere, Chester, Cart Owner. Jan 15 at 2, at offices of Thompson, Chester-st, Birkenhead. Downham, Birkenhead

Prince, Betsy, Scarborough, York, Milliner. Jan 17 at 12, at offices of Edwards, & Co, Ely-pl, Holborn. Richardson, Scarborough

Richards, Joseph Johnson, Gt Egdon, Hereford, Farmer. Jan 13 at 2, at office of Stallard, Pierpoint-st, Worcester

Richardson, Thos, Aston-juxta-Birm, Baker. Jan 16 at 3, at offices of Rowlands, Ann-st, Birm

Rigby, Sarah, Bolton, Lancashire, Biscuit Manufacturer. Jan 15 at 3, at offices of Hall & Rutter, Acresfield, Bolton

Rodwell, Matthew, Frisby-on-the-Wreaker, Leicester, Grazier. Jan 15 at 12, at office of Haxby, Belvoir-st, Leicester

Rowe, Octavius, Charlotte-st, Fitzroy-sq, Solicitor. Jan 11 at 2, at office of Saunders, Bennet's-hill, Doctor's-commons

Schwitzguebel, Jean Christ, Haymarket, Licensed Victualler. Jan 15 at 11, at offices of Lanfear & Stewart, Abchurch-lane

Shepherd, Geo, Lawley Bank, Salop, Grocer. Jan 17 at 12, at offices of Harries, Dawley, nr Wellington

Smith, Matthew Bass, Worington-rd, Notting-hill, Doctor. Jan 12 at 12, at the Guildhall Coffee-house, Gresham-st. Davidson & Co, Basinghall-st

Snowdon, Peter, Brighton, Sussex, Tobacconist. Jan 16 at 2, at offices of Marshall, Lincoln's-inn-fields

Southern, Saml Linley, Manch, Merchant. Jan 16 at 3, at offices of Barber, John Dalton-st, Manch. Kearsley, Manch

Spall, Danl, Brill-row, St. Pancras, Gasfitter. Jan 16 at 2, at offices of Hicks, Coleman-st

Taylor, Sarah, Canton, nr Cardiff, Glamorgan, out of business. Jan 15 at 11, at office of Ensor, Royal Arcade chambers, Cardiff

Taylor, Walter, Sheerness, Kent, Butcher. Jan 12 at 11, at offices of Gibson, High-st, Sittingbourne

Tucker, Edwd, Maindee, Monmouth, Mason. Jan 15 at 12, at offices of Lloyd, Bank-chambers, Newport

Tyson, Wm, Ambleside, Westmoreland, Bootmaker. Jan 24 at 12, at the County Court-house, Ambleside. Fisher, Windermere

Upton, Chas, Brighton, Sussex, Builder. Jan 15 at 3, at office of Lamb, Ship-st, Brighton

Upton, Wm, Manch Hatter. Jan 10 at 11, at the Angel Hotel, Market-st, Manch, in lieu of the place originally named

Wait, Joseph, Lpool, Boot Manufacturer. Jan 15 at 2, at offices of Thornley & Heaton, Halton-garden, Lpool

Wales, Saml, Hunstanton St. Edmonds, Norfolk, Innkeeper. Jan 16 at 12, at the Bank Room, Athenæum, King's Lynn

Ward, Benj Smith, Stamford-st, Blackfriars-rd, Oilman. Jan 10 at 3, at offices of Thwaites, Basinghall-st. Dobie, Basinghall-st

Ward, Wm, Bradford, York, Draper. Jan 18 at 3, at offices of Lees & Co, Albion-ct, Bradford

Webster, Nathan Bell, Norwich, Dentist. Jan 17 at 12, at offices of Tillett & Co, St Andrew's-st, Norwich

Wodehouse, Hon John, Cork-st, Burlington-gardens. Jan 25 at 3, at offices of Gadsden & Treherne, Bedford-row

Wood, John, Honey-lane-market, Woollen Warehouseman. Jan 18 at 12, at Guildhall Coffee House, Gresham-st. Reed & Lovell, Basinghall-st

Wood, Thos, Ettingshall-pk, Wolverhampton, Stafford, Timber Merchant. Jan 13 at 11, at offices of Barrow, Queen-st, Wolverhampton

Wright, Robt Wm, Tokenhouse-yd, Glass Merchant. Jan 16 at 2, at Guildhall Tavern, Gresham-st

Issue of 4,400 Shares of £5 Each in

THE CENTRAL VAN LEAD MINING COMPANY,

LIMITED.

Incorporated under the Limited Liabilities Acts, 1862 and 1867.

CAPITAL £50,000, IN 10,000 SHARES OF £5 EACH,

Of which 5,600 are appropriated as hereinafter mentioned.

PAYMENTS:—£1 per Share on Application, £1 on Allotment, £1 on 1st February, £1 on 1st April, and £1 on the 1st May, 1872.

The whole amount may be paid up, and Share Warrants "to bearer" can be issued at the option of the applicant.

THE VENDORS HAVE AGREED TO PAY ALL EXPENSES UP TO THE DATE OF ALLOTMENT.

(If no Allotment be made the Deposit will be returned in Full).

DIRECTORS.

Francis E. Bingley, Esq., Director of the Clifton Silver Mining Company.

E. H. Bramah, Esq., Director of the Sao Pedro (Brazil) Gas Company, Limited.

Edwin Crosley, Esq. (Crosley Brothers), 21, Cornhill, E.C.

J. F. Vesey Fitzgerald, Esq., 11, Chester-square, S.W.

G. G. Maitland, Esq., Chairman of the South African Silver and Copper Mining Company.

Major William S. Suart, R.E., Chigwell, Director of the Bombay Gas Company.

BANKERS—The Metropolitan Bank, Limited, Cornhill, E.C.

SOLICITORS—Messrs. Westall & Roberts, 7, Leadenhall-street, London, E.C.

AUDITORS—Messrs. Johnstone, Cooper, Wintle & Evans, Moorgate-chambers, Moorgate-street, E.C.

SECRETARY, PRO TEM.—Mr. Bohun Hogarth.

OFFICES—21, CORNHILL, LONDON, E.C.

PROSPECTUS.

This Company is formed for the purpose of acquiring and working two valuable Mineral properties extending over an area of about sixty acres, advantageously situated within two hundred yards of the Garth Road Railway Station, in the parish of Llanidloes, Montgomeryshire, and adjoining the celebrated "Van" and "East Van" Mines.

The close proximity of the Central Van to the above well-known mines is a most important feature, as the same productive lodes evidently permeate all three properties. Captain Frank Evans, whose practical knowledge of the "Van" and all its surroundings, cannot be questioned, states, in his Report, that "The Van Lode dips into the Central Van Sett," and "It is believed there are also other lodes, which, if properly searched for, would give great additional value to it." Captain Roach also states that "In the other part of Llwynllys and the common lands lately obtained, I believe parallel lode or lodes will be found." And Mr. Henry Dennis on this point writes—"There are other important Lead Ore Veins running through the property, south of, and parallel with, the Van Mine Vein, which can be quickly and cheaply cut into."

A Shaft is being sunk in the "Central Van" at a distance of about 90 fathoms from the Shaft of the "Van Mine," and between these two points a great portion of the Van riches have been raised, enabling that Company to realize by the sale of Lead Ore, during the last two and a-half years, the large sum of £170,775, and "from the statements of two of the leading practical authorities of the day, who inspected the Van Mine a short time ago, it appears that the present reserves (that is, Lead actually discovered), represent a value of £200,000 sterling."

From the Central Van Shaft fine specimens of Ore have already been cut, and these, taken in connection with recent dialings in the Van workings, indicate that the Central Van contains immense deposits of Lead Ore. In his report, dated 24th November, 1871, Captain Evans states that "The Van Lode and Ore ground ranges from 30 feet to 60 feet wide, the average value being about £40 per cubic fathom," and, he adds, "You will have this lode in sinking your present shaft. The measures through which you are sinking dip from the Van, and the stuff now sending out of the shaft carries precisely the same features as the Ore Stuff in Van." Mr. Dennis states in his report, dated December 3rd, 1871, "The outcrop of the Van Mine Vein traverses near to the northern boundary of your property for a considerable distance (nearly quarter of a mile), and as the underlie of it is to the south, it will in depth pass into your property for the whole of the distance, and the undulation of the surface particularly favours this.

An Article in the Mining Journal of September 2nd, 1871, on the "Van Mine and its prospects," concludes thus:—"There is certainly every ground for the statement that the Van is a mighty problem, and that no miner of intelligence who has watched the development of the great lode, from adit downwards, can fail to see that as yet a few scratches only have been made upon the outer rim or crust, the mere outcrop of the immense body of ore which the shaft will disclose at 120 fathoms deep." "Van" Shares are quoted £15 to £16 per £4 5s. Share.

The Directors recommend a careful perusal of Captain Evans' Report, of the Reports of Captain James Roach and of Mr. Henry Dennis (the latter being well known in the mining world, and connected in the engineering management of some of the best Lead Mines in Wales, and the "Snailbeach," (in Shropshire), and also of the extract from the Report of Captain John Trevethan. These reports it will be found justify the Directors in anticipating for this Company a great success. They believe it to be an enterprise of unusual promise, and that, as an investment, it will yield very large dividends to the shareholders.

Fully impressed with this conviction, the Directors intend to proceed with all possible vigour, bringing to bear in their operations such improved machinery and scientific appliances as will most effectually secure a rapid and economical development of the property.

An agreement has been entered into, under which the leases of these properties for a term of 21 years, are to be acquired in consideration of an allotment of 5,600 fully paid up Shares, and a payment of £10,000. The agreement dated the 17th day of November, 1871, is made between John Walter Davies, George Copland, and George Underwood, of the one part, and John Adams, on behalf of the Company, of the other part. Since this Agreement was made, one of the Vendors has applied for 400 additional Shares, instead of cash, thus reducing the amount to be paid in cash from £10,000 to £8,000.

The above Agreement, the Memorandum and Articles of Association and the original Reports, may be seen at the Offices of the Solicitors, Messrs. Westall & Roberts, 7, Leadenhall-street, London.

Applications for Share to be made in the accompanying form, and forwarded, together with the deposit of £1 per Share, to the Bankers of the Company, the Metropolitan Bank, 75, Cornhill, E.C. This Prospectus is issued with a copy of Memorandum of Association attached.

London, 1st January, 1872.

COPY OF LETTER FROM CAPTAIN F. EVANS TO MR. DAVIES.

Dingle, 3rd August, 1871.

Dear Sir,—I saw a splendid course of Lead Ore in bottom of 15 East in Van yesterday, and dipping about 3 feet in 6 feet towards your field. There is scarcely a doubt now but what this will become the richest portion of the whole mountain.—Yours truly, F. Evans.

REPORT OF CAPTAIN FRANK EVANS.

Central Van Mine. Dingle, Newton, Montgomery,

November 24th, 1871.

Dear Sir,—I cheerfully comply with your request, and take great pleasure in submitting to you the following report:—

Central Van, as its name implies, immediately adjoins the Van Mine, about its central position, and contiguous to the large bodies of ore which exist to such an enormous extent in that property.

The Van lode dips into the Central Van sett, and it is believed there are also other lodes, which, if properly searched for, would give great additional value to it, as the strata generally is favourable for the production of large deposits of ore.

I may state, that having introduced the parties who purchased the "Van," and in fact being one of the purchasers myself, I have had every means of examining that property, with all its surroundings, in detail. I have seen it opened horizontally and in depth, and studied its peculiar features as shewn in connexion with the immense deposits of lead ore and the Mine generally. I have also carefully surveyed the Central Van property, and in contrasting one with the other, taking into account the close connexion of your land with the ore ground in the Van, have satisfied the convictions of my own mind that yours is a very valuable property.

It cannot be too plainly stated that the Van lode and ore ground referred to, ranges from 30 ft. to 60 ft. wide, and that it is usually productive of lead ore throughout, the average value being about £40 per cubic fathom; and you will have this lode in sinking your present shaft. The shaft is a good one; the measures through which you are sinking dip from the Van, and the stuff now sending out of this shaft carries precisely the same features as the ore stuff in Van, being charged with spar and lead. It is therefore reasonable to suppose, and I don't hesitate to state it as my opinion, that this lode when sunk into will be found under similar conditions in the "Central Van," as described above with regard to the Van. Any one, therefore, possessing the least knowledge of its immense wealth can easily conceive the great value that attaches itself to your property. Under these circumstances it cannot be too highly recommended. Any further information required I shall feel great pleasure in giving.

(Signed) F. EVANS.

REPORT OF CAPTAIN JAMES ROACH.

Central Van. Llanidloes, November 27th, 1871.

I beg to hand you the following report on this property:—

The engine shaft in Cae Cam field is 7½ fathoms deep, and is being carried down 10 feet by 5½ feet (within), which is sufficiently capacious for all purposes, and to sink to a great depth. The strata already sunk through has been strongly impregnated with lead ore and spots of blende. Recently a dropper, north and south, has dipped into the shaft; this consists of carbonate of lime principality, carrying strong cubes of lead ore copper, &c.; all these are indications of the lode being found rich when it shall be intersected by the shaft. The ground is moderately easy for sinking, therefore the shaft could be run down fast by a full party of men. I should advocate its being let to sink on contract in future. I cannot say the exact distance this shaft will have to be sunk to intersect the lode, that will entirely depend on the underlie of the lode under the 45-fathom level in "Van Mine." I have carefully dialed the Van levels east of Van engine shaft on behalf of Mr. J. W. Davies, and furnished him with a plan of same, which I believe to be accurate; therefore you will have no difficulty in ascertaining therefrom the relative position of Central Van to Van Mine.

The other part of Llwynllys, together with the common lands you have lately obtained, form a considerable area, and I believe parallel lode or lodes will be found therein. Therefore, I should advise the ground being developed from south side of the property by a cross-cut commencing from near its base. Here you would soon get great help